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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

Burr, Re. Ex parte Pannell v. Goddard 363
Child, Re. Ex parte Child 363
Cuba Submarine Telegraph Co. v. West India and Panama Telegraph Co 360
Fullick v. Evans, O'Connell, & Co. (Lim.) 360
James Dolby Belham (Deceased), In the Goods of. Richardes v. Yates ... 362
Knott End Railway Act, 1898, Re 361
Rex v. Governor of Holloway Prison. Ex parte Bluhm 362
Spindler and Mears' Contract, Re 361
T. (A Solicitor), Re 363

In the Weekly Reporter.

Arnot v. United African Lands (Limited) 322
Blenkinsop, In the Goods of 336
Brown v. Peto 324
Burton v. Vestry of St. Giles and St. George, Bloomsbury 334
Dulaney and Others v. Merry & Son ... 331
Fraser & White v. Bee 336
Haynes v. Foster 327
Mayhew, In re. Spencer v. Cutbush ... 330

CURRENT TOPICS.

WE PRINT elsewhere the Order in Council postponing the application to the City of London of the compulsory provisions of the Land Transfer Act, 1897, until the 1st of January, 1902, which has been made in fulfilment of the Lord Chancellor's promise to the deputation which recently waited upon him.

IT IS ANNOUNCED that Sir WALTER FOSTER has, at the request of the Attorney-General, deferred until next Monday the question concerning the Land Registry of which he has given notice. The question invites the Attorney-General to state the number of titles registered since 1862, when the existing system of land registry was established, under which it is open to any landowner in England [illegible] voluntarily register his title; and, having regard to the fact [illegible] the system of compulsory registration of title, under the L[illegible] pr[illegible]ransfer Act, 1897, was to be experimental only, as is shew[illegible] not [illegible]e provision that the system was not to be extended beyon[illegible] exte[illegible] county for three years after the first order making registra[illegible] sub[illegible] compulsory, and seeing that the new system came into operation in the County of London under an order dated the 18th of July, 1898, whether it is intended to hold an inquiry into its working before the experimental period of three years expires on the 17th of July next; or whether it is proposed to test the working of the system in some other way, in view of the complaints that the system has added to the difficulty and expense of dealing with property.

THE LICENSING Sessions Bill, which was introduced by the Bishop of Winchester and passed a second reading last week in the House of Lords, threatens to interfere very seriously with the interests of solicitors. It begins by removing an absurdity—namely, the rule which prevents a justice from acting in licensing matters who is a shareholder in a railway company, passing through his district or an adjoining district, which owns licensed hotels or refreshment rooms. It then, however, goes on to provide that no person shall be appointed to act as clerk of the peace, clerk of petty sessions, clerk to borough justices, or clerk of a watch committee, who would be disqualified by section 60 of the Licensing Act, 1872, to act as a justice for any purpose under

the Licensing Acts in any district. Now that section disqualifies any person "who is, or is in partnership with, or holds any share in any company which is, a common brewer, distiller, maker of malt for sale, or retailer of malt, or of any intoxicating liquor" in the district or an adjoining district. Therefore, if this becomes law, no clerk to justices can hold a share in any brewery company in the neighbourhood. The Bill further forbids any clerk to justices to act as solicitor, valuer, or secretary to any brewery or distillery company, or to any association for promoting or protecting the interests of any person engaged in the liquor trade. Now a magistrate's clerk has no voice in the decisions of the bench on questions of fact or in the exercise of their discretion. His function is to advise the justices in matters of law. It is submitted, therefore, that these proposed restrictions on his investments and on his practice are quite uncalled for. Clerks to justices are usually solicitors of very high standing. In country districts the clerk is probably the head of the best firm in the neighbourhood. Such men are not likely to deliberately give their justices advice wrong in law because of a private interest. In his speech in the House of Lords the bishop said that everyone desires that justices clerks should have no private practice at all. This may, or may not, be so. When justices' clerks are forbidden to take private practice it will be time to control them in the direction intended; until then it does not seem reasonable to interfere. If they are forbidden to practise, however, they will have either to be paid very differently from what they are at present, or else the best men will have nothing to do with the office of clerk to justices. It is for the public in this case to say whether they will secure the services of competent and experienced men by offering adequate salaries, or whether these very important posts shall be filled by the younger or less capable members of the profession.

Where the trustee in bankruptcy of an absconding and bankrupt solicitor has issued a summons for the taxation of bills of professional costs and for special directions to enable the parties to go into all matters as between solicitor and clients, it is to be presumed that there are sound and *bonâ fide* grounds for such a step. Consequently, the court, which apparently has a discretion under the wording of Bankruptcy Rule 108 (3), will naturally not be leniently disposed towards such a trustee who delivers bills commented upon by the taxing-master in adverse terms. This at least was the view adopted by Farwell, J., in the case of *Re T.* (*A Solicitor*) (reported elsewhere). There it appeared that upon three bills of costs amounting to a total of £481 16s. 9d. the taxing-master, to whom the circumstances were referred, allowed no more than £125 4s. 8d. He did not, indeed, make a "special report" to the court; but the Master in Chancery having adjourned the summons into court, Farwell, J., heard arguments and then decided to consult with the taxing-master who had gone into the matter. The taxing-master repeated his animadversions on the bills, whereupon his lordship had no hesitation in ordering the trustee in bankruptcy to pay the costs personally. The costs of trustees in bankruptcy involve a question of such general importance that it is surprising to find little reported authority as to their adjustment in a matter like *Re T.*; but possibly an abuse of the *quasi*-official powers of these persons is not often to be found. It is well settled since *Pitts* v. *La Fontaine* (6 A. C. 482) that a trustee in bankruptcy can be made personally liable for the costs of a suit to which he is a party, "subject to the Court of Bankruptcy allowing him to recoup himself out of the bankrupt estate if his conduct has been *bonâ fide*." But cases like *Ex parte Brown, Re Smith* (17 Q. B. D. 488) and *Ex parte Gordon, Re Bryant* (6 Morrell 262) (the latter of which was not referred to in the present case) afford instances where unreasonable, improper, or reckless action on the part of such a trustee will disentitle him to be recouped. That the court can, and will, visit him personally with the costs of proceedings so launched is shewn in *Re T.*

A man was convicted of manslaughter this week at Birmingham under very peculiar, but not quite unprecedented, circumstances. In the course of a slight quarrel, the accused struck the deceased a not very severe blow in the face with his fist. The blow caused an injury to the eyeball of the deceased, and he went to a hospital for treatment. There the medical men decided that an operation was necessary, and accordingly they administered chloroform to the man in order to perform it. The man died under the chloroform. The conviction under these circumstances was no doubt perfectly correct in law, but it is one of those cases in which the moral responsibility for death well nigh reaches the vanishing point. The blow alone would not have caused death; it was entirely the treatment of their patient by the medical men that was directly answerable for the death. That treatment, however, would never have been required but for the unlawful act of the defendant, and therefore the death can be traced back to that act, and in law the defendant was responsible. *Reg.* v. *Davis & Wagstaffe* (15 Cox 174) was a similar case. In that case Mathew, J., told the jury that if, although there may be no intention to do more than commit a common assault, still an injury is inflicted by one man upon another which compels the injured man to take medical advice, and death occurs from an operation advised by the medical men, the assailant is in the eye of the law responsible for that death. The death must be traced back to the act of the man by whom the original injury was done. The injury caused the deceased man to go to the hospital, where competent medical men thought an operation was advisable and administered chloroform. If the man died under the chloroform the death ought to be traced back to the man by whom the injury was done. Among the questions put to the jury for consideration in this case by Mathew, J., was the question, Did the deceased man seek the advice of competent medical men? This is clearly material, for if he had sought the aid of an unqualified person and had come by his death owing to the unskilful treatment of such person, it can hardly be that a conviction would be good. Again, although the learned judge said that it would never do to have the issue raised in such a case that the death was due to the negligence of the medical men; still, if death arose from such a degree of gross negligence on the part of a medical man as would constitute manslaughter by him, it cannot be argued that the assailant of the deceased man might also be convicted of manslaughter. A competent, careful surgeon may make a mistake with fatal result; as when he believes chloroform may be safely administered, when in fact perhaps he might have discovered a reason for forming a contrary opinion if he had examined the patient a little more fully. Everyone has to take his chance of such mistakes, and they do not render the surgeon liable to the criminal law. It was, no doubt, mistakes of this class that the judge objected to the jury considering; he probably would never have withdrawn from them a question of criminal negligence on the part of the medical man.

The Gloucester municipal elections of last November have been fruitful in litigation, involving nice questions of election law. The decision in *Ford* v. *Newth* (*ante*, pp. 327, 336) that a councillor was disqualified for election by reason of his interest in a contract with the corporation, led to a further question as to the election of the mayor: *Bland* v. *Buchanan* (*ante*, p. 345). At this election sixteen votes, including those of Newth, the disqualified councillor, and of Treasure, the outgoing mayor, were given for the respondent and fifteen for the petitioner. Treasure, in view of the possibility of Newth's vote being impeached on the ground of his disqualification, purported to give a second or casting vote for the respondent, although if Newth's vote was to be reckoned, there was no equality. Upon these facts two questions arose—was Newth's vote good? and was the mayor entitled to give a casting vote in the manner described? As to the first point, reliance was placed on section 42 of the Municipal Corporations Act, 1882, under which "the acts of a person in possession of a corporate office, and acting therein, shall, notwithstanding his disqualification, be as valid and effectual as if he had been qualified," and on section 102, which provides that where an elected candidate is declared not to have been duly elected, acts done by him in the execution of his office before the decision has been certified are not to be invalidated by reason of

that declaration. These provisions appear at first sight to be conclusive in favour of the validity of the vote of a person in the position which NEWTH held at the date of the election of the mayor. But in *Nell* v. *Longbottom* (1894, 1 Q. B. 767) MATHEW and CAVE, JJ., held that, notwithstanding section 42, the validity of such a vote can, and ought to be, gone into on an election petition. In the present case DARLING and CHANNELL, JJ., followed this decision, the former expressing his approval of it. The second question was not covered by authority. It was somewhat complicated in the present case by the circumstance that an Order in Council extending the borough had made special provisions as to the rights and jurisdiction of the existing mayor. The court, however, held that he was in the same position as the mayor of an ordinary borough, and had, of course, the right to give both an original and a casting vote: see *Nell* v. *Longbottom* (*supra*) and Municipal Corporations Act, 1882, s. 61. The important point, therefore, was whether he could give the casting vote prospectively—viz., to be counted in case an equality of votes should arise through the invalidity of one of the other votes. This point the learned judges have decided in the affirmative, on the ground that an equality of votes means an equality of valid votes, and that there was nothing in the Act to prevent a casting vote being given to meet an eventuality which might or might not arise. Leave to appeal was granted, and rightly so, for the latter point decided is one of novelty, and it is also desirable that *Nell* v. *Longbottom* should be considered by a higher court.

SEVERAL CENTURIES separate the reign of EDWARD I. from that of the present monarch, but the maxim "*respondeat superior*," so often quoted now, is expressly recognized in 13 Edw. 1, c. 11. It is there applied to the liability of the keeper of a prison for allowing a person in custody to escape. Actions against a sheriff or gaoler for an escape were frequently brought, and substantial damages recovered, in the days when the right to keep a debtor in prison was considered a valuable privilege. But we hear little or nothing of such actions now, though the Sheriffs Act, 1887, seems to preserve the right of action in full force. But the maxim "*respondeat superior*" is constantly invoked in actions of false imprisonment or malicious prosecution. Few persons pass though life without having had to consider, at some time or other, whether they should give some person into custody, or whether they should institute criminal proceedings against him. The question is always a matter for anxious consideration, mistakes are often made, and those making them have the mortification to find that they have passed from the position of persons wronged to that of wrongdoers, and that they are involved in expensive litigation. But the liability is still harder to bear where the mistake has not been made by the person sued, but by someone in his employment. The law governing these cases has been often discussed. It has over and over again been said that the master is responsible for the act of his servant, not only where he has expressly authorized it, but also where the act was in the scope or course of the servant's employment. In many, perhaps in most, cases the servant has no instructions from his master as to taking criminal proceedings, for the simple reason that the master never thought they would be required. In some cases it is easy to consult the master, but in others he is absent and the matter must be decided at once. Where the servant in these circumstances gives a person into custody, or takes criminal proceedings against him, and that person afterwards brings an action against the master, it is obvious that the only evidence that the master can give is to deny that the act of the servant was expressly authorized by him. And in these cases it has been the practice of the courts to consider whether there is evidence—from the position of the servant as manager of a business or otherwise—that he had an implied authority, in the emergency which occurred, to act as he did. If the presiding judge thinks that there is such evidence, it is left to the jury, and juries are not over-indulgent to masters. The case of *Hanson* v. *Waller* (49 W. R. 319; 1901, 1 Q. B. 390) was a case of this description. The plaintiff was given into custody on a groundless charge of theft by the manager of a public-house, and the action was brought against the owner, who did not manage it, but came there nearly every day. At the trial the objection was taken that there was no implied authority on the part of the manager to give the plaintiff into custody, and the judge gave judgment for the defendant. It was argued that the manager was acting in order to protect the interests of his master who was absent, and that his act was, as he believed, necessary to prevent his master's property from being stolen. To this it was replied that the extent of a servant's implied authority can only be to do such acts as are reasonably necessary for the protection of the master's property. The Divisional Court (KENNEDY and DARLING, JJ.), though considering the case one of some difficulty, upheld the decision of the judge, who had nonsuited the plaintiff, saying that in the circumstances the manager was not in the position of a person appointed to a particular agency with the necessity of saying whether a person should be arrested or not, nor of a person who in the course of his business had the duty of deciding such a question. KENNEDY, J., added that "It was not within the sphere of the manager's duty to arrest people or to decide as to their arrest." This passage, if it is applied to every possible case, perhaps goes too far. There might surely have been a sudden act of theft by a stranger, followed by an attempt to escape, which would have justified the manager in giving the offender in charge. It can hardly be supposed that the owner of the premises would not have expected the manager to take action in such a case. But in *Hanson* v. *Waller* the plaintiff, who was employed on the premises, was well known, and there was nothing to require hasty action on the part of the manager, and the decision of the court seems to be in accordance with the principle of previous decisions.

AN INTERESTING judgment was delivered by COZENS-HARDY, J., in *Re Gray* (49 W. R. 298), raising the question of the costs which a lessee is bound to pay to the lessor's solicitor, and also the effect on the lessee's liability of his obtaining a third-party order under section 38 of the Solicitors Act, 1843, to tax the lessor's solicitor's bill. The liability of the lessee to pay the costs of the preparation of the lease by the lessor's solicitor is well established, and this includes all the costs properly incurred in such preparation. Hence, where the matter is such as to make the employment of counsel proper, his fees are to be included, and COZENS-HARDY, J., expressed an opinion to this effect, though the contrary was intimated by ERLE, C.J., in *Lock* v. *Furze* (19 C. B. N. S. 96). On the other hand, the counterpart is the lessor's matter and he must pay for it, as was recognized by CHITTY, J., in *Re Negus* (43 W. R. 68; 1895, 1 Ch. 73). And when it is a question of matters preliminary to the preparation of the lease, it would seem that these, too, cannot be charged against the lessee. His liability only extends, so COZENS-HARDY, J., has held, to proceedings subsequent to the instructions for the lease. Accordingly he disallowed, as against the lessees of certain mines, the fee of a mining expert whom the lessor had employed to advise him in the course of the negotiations for the lease. It was argued, however, that, whatever might be the real liability of the lessee, yet by taking a third-party order for taxation he had admitted his liability to pay all costs which upon taxation would be allowed to stand as between the lessor's solicitor and the lessor. If this were the effect of a third-party order it would obviously be a very dangerous proceeding to employ. There are many cases in which a party other than the client in the first instance chargeable has to pay the costs, but it would be absurd if no distinction could be drawn on a taxation between the costs so payable by a third party and the costs payable by the client himself. Obviously the just view is that which COZENS-HARDY, J., described as the true view. "I think," he said, "the true view is that the third-party order does not alter the nature or enlarge the scope of the liability upon the existence of which the order is based." So far, indeed, as the lessee is liable to pay the lessor's costs, then he must adopt the bill as properly taxed between the lessor and his solicitor. If the instructions given by the lessor have been proper, the lessee cannot object that the work might have been

done in a different way. But this is the extent of the liability which the lessee assumes by taking the order for taxation. He does not thereby condemn himself to pay every item in the bill which is not taxed off.

IT IS NOT altogether easy in these days to raise any new question on the law of distress, but a new point was taken, and taken successfully, in *British Mutoscope Co. (Limited)* v. *Homer* (49 W. R. 277) before FARWELL, J. The plaintiff company, as the owners of letters patent for mutoscopes, had granted to another company a licence to use these machines. The licensee company placed several of them with one MAYNARD upon terms under which MAYNARD was to receive a certain share of the takings as rent, and the rest was to go to the licensee company, who were to remain owners of the machines. MAYNARD made default in payment of rent for the premises on which the mutoscopes were, and the landlord distrained and seized them. Subsequently he sold them to the defendant, and the question arose whether the defendant acquired thereby the right to work them. It might be supposed that distraint upon patented articles must frequently have taken place, but hitherto the question does not appear to have been raised whether a purchaser under the distress takes them free from any restriction imposed by the letters patent. At common law, as is well known, the landlord's right extended only to detaining the goods seized as a pledge, and the power of sale was conferred by 2 Will. & M. sess. 1, c. 5. Under this statute, after notice left on the premises and the lapse of five days—now fifteen—for replevying, the person distraining may lawfully sell the goods and chattels distrained for the best price that can be got for the same. How, then, does this apply to an article upon the user of which a restriction is placed by letters patent? FARWELL, J., dealt with the question by separating the chattel itself from the right which forms the restriction on it. The mutoscopes were chattels which could be distrained upon and seized and sold like any other chattel. But by the letters patent they were subject to the right of the patent owners to prevent any use of them except under a licence, and no licence passed with them into the hands of the purchaser. Neither was the patent right a matter which could be seized and sold under the distress. This, as FARWELL, J., pointed out, is a *chose in action*, and the distress is, in its nature, limited to chattels. By this ingenious separation between the machine and the patent right in it the learned judge deprived the defendant of the enjoyment of the machines. As regards such articles involuntary alienation is barren. The right which makes their value only passes by consent.

DISPUTES as to public rights in connection with highways have been remarkably frequent of recent years, a result to which the creation in 1894 of new highway authorities with increased powers has no doubt conduced: see the Local Government Act, 1894, ss. 25, 26. One of the most shadowy of these rights is that referred to in section 11 (1) of the Local Government Act, 1888, which purports to confer upon county councils "the same powers as a highway board . . . for asserting the right of the public to the use and enjoyment of the roadside wastes." Highway boards (now superseded under the Act of 1894 by district councils) never had any express powers to assert the right referred to, and the extent of the right itself is very difficult to define. In addition to this obscure reference to the powers of a highway board, a further difficulty is created by this very section 11 of the Act of 1888. Sub-section 6 vests main roads in the county councils; now it is generally recognized as a presumption of law that where a highway runs between fences, the whole space between the fences, whether metalled or not, is actual highway, and subject to the public rights: see *Reg.* v. *United Telegraph Co.* (3 F. & F. 73), *Turner* v. *Ringwood Highway Board* (L. R. 9 Eq. 418). If, therefore, a roadside waste runs along the fence of a main road, it would appear to be vested in the county council, and the express power in sub-section 1 to assert the public right over it is superfluous. These two sub-sections were considered in *Curtis* v. *Kesteven County Council* (39 W. R. 199) by NORTH, J., who held that the strips of waste in that case were not vested in the county council. But in *Harris* v. *Northamptonshire County Council* (61 J. P. 699) BYRNE, J., held that similar strips were part of a main road to the extent of enabling a county council to remove obstructions thereon. But whatever may be the true view as to the status of roadside wastes where there is nothing to rebut the presumption as to the space between the fences, it is clear that that presumption can be rebutted by evidence of acts of ownership on the part of the proprietor of the adjoining land involving a negation of the fact of their being part of the highway. The case of *Countess of Belmore* v. *Kent County Council*, decided on the 18th inst., by COZENS-HARDY, J., is an instance in which such evidence prevailed; and in *Neeld* v. *Hendon Urban District Council* (81 L. T. 405) Lord RUSSELL OF KILLOWEN, C.J., held that, before the presumption can arise, the surrounding circumstances as to the regularity of the line of the hedges, the levels of the adjoining land, and the width of the strips of waste must be taken into account. The presumption is therefore by no means an invariable one, and great caution should be used before it is relied on as establishing the status of a piece of roadside waste as part of the highway.

IN THE CASE of *Dredge* v. *Conway, Jones, & Co.* last week the Court of Appeal were obliged to reconsider their decision in *Wood* v. *Walsh* (1899, 1 Q. B. 1009) in the light of the recent case of *Hoddinott* v. *Newton, Chambers, & Co.* (1901, A. C. 49). The question in the present case was whether a building was being "repaired by means of a scaffolding" within the meaning of section 7 of the Workmen's Compensation Act, 1897. The operation in the course of which the applicant's husband met his death was the painting and whitewashing of the interior of a building over thirty feet in height. He was standing on a step-ladder which was supported on a plank itself resting on an arrangement of planks and ladders, and the whole clearly formed a "scaffolding" within the meaning of the Act. In *Wood* v. *Walsh* the Court of Appeal had held that painting the outside of a house was not repair, and in the present case (decided before the House of Lords had given their decision in *Hoddinott* v. *Newton, Chambers, & Co.*) the county court judge felt bound to follow the Court of Appeal, and to hold that the building was not being repaired, and that the case was outside the scope of the Act. *Hoddinott's case* related to the strengthening of a completed building by the insertion of iron stays, and the Court of Appeal held that this was neither construction nor repair. The House of Lords reversed this decision, holding that the operation was part of the construction of the building, and Lord MACNAGHTEN remarked that "construction, repair, demolition" (the three operations referred to in section 7) "cover every varying phase in the life of a building from its beginning to its end." Having regard to this decision and to the wide language used by the learned lord, the Court of Appeal felt themselves bound to hold that *Wood* v. *Walsh* is no longer law, and that painting and whitewashing are "repairs" within the meaning of the Act. In *Nash* v. *Hollinshead*, on the 13th inst., the Court of Appeal held that a man in the employment of a farmer was not entitled to compensation under the Workmen's Compensation Act for an accident met with while he was working a mill used for grinding meal for food for the cattle on the farm. The contention raised was that by reason of the use of the mill, the farm was a "non-textile factory," within section 93 of the Factory and Workshops Act, 1878, and therefore a factory within the referential definition in section 7 of the Act of 1897. The consequences of the application to a farm of the provisions of the Factory Acts would be far-reaching, and the court declined to accede to the contention of the applicant which had been allowed by the county court judge.

REVERSIONARY PROPERTY forms a precarious subject for either a mortgage or a purchase. This is exemplified by the recent case of *Lloyds Bank* v. *Pearson* (W. N., 1901, p. 59). In that case property was vested in trustees upon trust for a widow for life, and after her death for her children equally; and one of her sons, A., who was a solicitor, was himself one of the trustees. A. then mortgaged his reversionary interest, and the mortgagee

gave no notice to the other trustees; and it was probable that A. also omitted to give them notice. The other trustees then died, and new trustees were appointed in their places, and these new trustees knew nothing of the mortgage. Finally A. procured an advance from Lloyds Bank on the security of his interest, and the bank, before making the advance, inquired of the other trustees, and found no trace of any prior incumbrance. At last the widow died, and the earlier mortgagee then claimed priority over the bank. The first ground on which the earlier mortgagee relied was that the property was in the form of land at the date of the mortgage and still remained so; and that notice was unnecessary in the case of a trust of land. But the answer to this contention was that the land was vested in trustees on trust to sell, with the consent of the widow during her life, and afterwards at their discretion; and it has long been settled that in such a case notice to the trustees affects the priority of mortgages: *Lee* v. *Howlett* (2 K. & J. 531). Another point was then raised—namely, that notice to a single trustee was sufficient, as in *Ward* v. *Duncombe* (42 W. R. 59; 1893, A. C. 369), and that, as the mortgagor was himself one of the trustees, his earliest mortgagee had priority. But in answer to this contention it was urged that the rule laid down by *Ward* v. *Duncombe* did not apply to a case in which a trustee who was also a beneficiary mortgaged his share, and *Brown* v. *Savage* (7 W. R. 571, 4 Drew. 635) was cited to establish this proposition. In the event it was held that *Brown* v. *Savage* was not overruled by *Ward* v. *Duncombe*, and the earlier mortgagee was postponed accordingly. We call attention to this case, however, not so much for its own sake, as to observe that cases of this description will be in no way excluded by the registration of title to land. Under the Land Transfer Acts the trustees alone would appear on the register as the absolute owners of the land; the names of the beneficiaries and their mortgagees would have no place there: see *Arden* v. *Arden* (29 Ch. D. 702). The very unsatisfactory rules respecting notice would still operate, and would doubtless be more frequently called into play; as the tendency of a system of registration would be to place land in the names of trustees on the register, leaving the beneficial interests to be dealt with by private deeds. In fact, the way to save disputes is not to register the title to land, but to register deeds which do not carry possession with them, such as mortgages and all dealings with reversions. Possibly also it might be wise to replace the doctrine of notice to trustees by a system of registration of assignments and mortgages of reversionary interests in personalty.

MORTGAGES OF REGISTERED LAND.

II.

In the previous article the question was discussed, what form of security should be required by a person proposing to take a mortgage of registered freehold land? Let us now consider what is the best form of security for the mortgagee to adopt in the case of a mortgage of registered leasehold land. Leaseholds likely to be mortgaged are of course of two kinds—long terms not subject to any rent or lessee's covenants, and leases, such as building leases held at a ground-rent and subject to covenants to repair, &c., which impose a considerable liability on the lessee, but are nevertheless saleable for a substantial sum of money by reason of the number of years for which they secure the possession of the demised premises. Terms of the first kind are usually created by settlements for the purpose of raising portions for younger children, and in the case of unregistered land the mortgage of such a term is usually a very good security, so much so that the trustees of the term can generally raise the money required without incurring any personal liability for its repayment. The mortgagee's remedies of sale, foreclosure, and entry into possession are as effectual as in the case of mortgage of freeholds; and if the mortgagees should be obliged to enter into possession, and should remain in possession until the equity of redemption is barred, they would have the advantage of being able to enlarge the term into a fee simple under the Conveyancing Act. Where settled land is situate in a district where registration of title is compulsory, the question at once arises, whether terms limited on trust to raise portions are terms created for mortgage purposes, and therefore incapable of being registered under the Land Transfer Acts? The answer is not clear, but it would seem that they are not, the usual trusts of a portions term being to raise the portions by the sale of timber or minerals *or* by mortgage or out of the rents and profits *or* by any other reasonable means, and the expression "term created for mortgage purposes" appearing to denote the term limited for the purpose of giving to a mortgagee a leasehold estate by way of mortgage—that is, subject to redemption on repayment of money advanced, such as the term created on a mortgage of freeholds for a long term or a mortgage of leaseholds by demise. If a term limited on trust to raise portions is not a term created for mortgage purposes, it will, of course, require to be registered when newly created with regard to land situate in a district where registration is compulsory. As regards a mortgage of a long term so registered and not subject to any rent or covenants, the same consideration seems to apply as in the case of a mortgage of freeholds. The mortgage may be made by a registered charge on the term, but the chargee under such a charge is at a disadvantage as compared with a mortgagee of a similar term in unregistered land as regards his remedy by entry into possession, and the mortgagee's interests will be better served by requiring him to be registered as the proprietor of the term.

In the case of settled land, however, a new form of security was introduced by the Land Transfer Act, 1897. Under section 6 of that Act either the tenant for life or trustees with power of sale may be registered as proprietor or proprietors of settled land; by section 6, sub-section 7, the registered proprietor of settled land and all other necessary parties (if any) shall, on the request and at the expense of any person entitled to an estate, interest, or charge conveyed or created for securing money actually raised at the date of such request, charge the land in the prescribed manner with the payment of the money so raised; and by section 6, sub-section 8, subject to the maintenance of the right of the registered proprietor to deal by registered disposition, or by way of mortgage by deposit, with any land whereof he is registered as proprietor, the estates, rights, and interests of the persons for the time being entitled under any settlement comprising the land shall be unaffected by the registration of that proprietor. This is apparently meant to meet the case where the settled land is registered but the term for raising portions is not registered, as it need not be if created before the commencement of the Order in Council making registration compulsory. In such a case a person advancing money on the security of the term should take a mortgage of the term by deed in the usual form and also procure a registered charge from the registered proprietor; but he must be careful to stipulate, before advancing his money, that the mortgagor shall procure him this charge and shall pay the expense of procuring it. It is certainly not desirable, where settled land is registered, for the mortgagee of a portions term to have no other than an unregistered security. But the method introduced by the Act of 1897 appears to involve a double investigation of title. The mortgagee must stipulate for a mortgage of the term and the registered charge, and must be satisfied that a good title is shewn to give either security. This involves investigation of the title not only to the term but also of the registered proprietor. And, owing to the omission in the Acts (as was noticed in the previous article) to give to a chargee under a registered charge such a title as is conferred on a transferee under a registered transfer, and to the doubtful effect of the registration of any person as proprietor of settled land, difficult questions arise as to the power of such proprietor to grant, under the words of the Act above quoted, a registered charge giving a legal interest in the fee simple. Thus Messrs. Brickdale & Sheldon (Land Transfer Acts, 120) suggest that where the tenant for life is registered as the proprietor of settled land, he has no power under section 6, sub-section 7, of the Act of 1897 to give a mortgagee of a portions term a registered charge on the fee simple, but that he can give a registered charge on the term. If so, the effect of the Act is passing strange. The same learned writers appear to assume, though the writer has not discovered that they say that a term limited in trust to raise portions is a

term created for mortgage purposes and so incapable of registration.

If a term limited in trust to raise portions should have been registered and a mortgage be taken thereof, accompanied by a registered transfer of the term, it would not apparently be necessary to require a registered charge from the registered proprietor of the settled land as well, but for the doubt whether it might not be held that a portions term is a term created for mortgage purposes. Pending the decision of this point, however, it is better for the mortgagee to insist on having such a charge The result for some time to come, during which the registered titles to settled land will be mostly possessory and recently entered, will be increased difficulty and expense for those who have to borrow on the security of portions terms.

Now as to mortgages of terms subject to rent and covenants. Where these have been registered, the statutory charge affords a convenient form of security. As the chargee appears to take an interest only, but no estate, in the land charged, there does not appear to be any such privity of estate between him and the lessor as will make him liable for the rent and covenants of the lease. It has been suggested that, as by section 24 of the Land Transfer Act, 1875, there is implied in a registered charge of leasehold land a covenant by the chargor to indemnify the chargee against the rents and covenants of the lease, the chargee must become liable to such rent and covenants. For if not, what necessity is there for him to be indemnified against them? To this question, it is conceived, the answer is that the chargee may have to pay such rent or perform such covenants himself, though not liable to the lessor, in order to avoid a forfeiture; and it is proper that he should be indemnified against any expense which may be so incurred. And the section cited merely gives the substance of the mortgagor's covenant, which it has been usual to insert in a deed of mortgage of leaseholds by demise; in which case it has long been settled that the mortgagee incurs no liability to the lessor: see Davidson's Prec. Conv., vol. 2, Part II., 118, 421 (4th ed.). But, although the chargee under a registered charge of leaseholds does not appear to take the chargor's estate, he will nevertheless be enabled by means of his power of sale to dispose of the whole term. It seems also that he can foreclose as against the equity of redemption in the whole term, and after foreclosure procure himself to be registered as proprietor of the whole term, though there is the same doubt as there is with regard to freeholds as to the time at and manner in which he will obtain the legal estate in the term. And of course there is the same disadvantage with regard to the remedy by entry into possession. It seems that in the case of the chargor's bankruptcy and a disclaimer of the lease by his trustee, the chargee will be a person having an interest in the disclaimed property, and so competent to apply to the court for a vesting order under section 55, sub-section 6, of the Bankruptcy Act, 1883. But there appears to be a doubt as to the position of the owner of a registered charge on registered leasehold land with respect to application to the court under section 14 of the Conveyancing Act, 1881, and sections 4 and 5 of the Conveyancing Act, 1892, for relief against forfeiture for breach of covenant by the lessee. In such a case it may be very important to a mortgagee of the demised premises to obtain relief against the forfeiture; but whilst the sections cited extend the right to apply for such relief to the assigns of the lessee and any person claiming as underlessee any estate or interest in the demised premises, they do not appear to give any *locus standi* to a person who has a mere interest, but no estate, in the demised premises, such as the interest of a chargee under a registered charge. On these accounts it is advisable for a person advancing money on the security of registered leasehold land to take a mortgage thereof by underlease in the usual form as well as a registered charge thereon. Such an underlease is, of course, a term created for mortgage purposes, and therefore not capable of registration; but notice thereof may be registered, if desired, under sections 50 and 51 of the Land Transfer Act, 1875, and Land Transfer Rules, 1898, Nos. 166-169. And where such notice is given, the mortgagor's land certificate will be endorsed with a note of the entry: rule 166*a* (Land Transfer Rules, June, 1899, No. 7). As regards the term granted by such underlease, it appears that the mortgagee will not be affected by section 12 of the Act of 1897 as to acquiring title to registered land by possession adverse to that of the registered proprietor; and he will therefore have as good a remedy by entry into possession as in the case of unregistered land. The underlease will also give him a sufficient estate to enable him to apply for relief against a forfeiture for breach of covenant by the lessee. And further, the underlease will give him an opportunity, which may be useful, of selling the mortgaged land to a purchaser without the purchaser coming under the liability to the rent and covenants of the original lease. The question then arises whether the underlease should be contained in the statutory instrument of charge or should be made by a separate document. As the instrument of charge is required to be retained in the registry (Land Transfer Rules, 1898, r. 162), and as it does not appear that office copies issued under rule 229 of documents retained in the registry are made evidence thereof available for all purposes, it seems certainly better to take the underlease by a separate deed. The mortgagee can then retain the underlease in his own possession, and if it should be necessary to produce the same as evidence in any court, he can do so without the trouble and expense of calling upon the registrar to produce the same in court for the purpose required.

When a building lease or similar lease of land situate in a district where registration is compulsory is about to be granted, and it is intended that the demised premises shall be mortgaged immediately afterwards, the mortgagee proposing to take a mortgage by demise as well as a registered charge, care must be taken that the mortgagor shall be registered as proprietor of the leasehold land intended to be mortgaged before he executes the mortgage by demise. For until such registration the mortgagor does not obtain the legal estate in the term granted to him, and cannot therefore grant the legal interest by way of underlease to the mortgagee. It is true that under rule 78 of the Land Transfer Rules, 1898, the lease and a disposition thereof by the lessee may be delivered together for registration within fourteen days after the date of the lease, and in such case the disposition shall have the same effect in every respect as if it had been executed subsequently to the registration of the lessee as proprietor of the land. But this rule appears only to apply to dispositions *capable of registration*. It enables the lease and the instrument of charge to be delivered together for registration, and gives to the charge when registered the same effect as if it had been executed after registration of the lessee as proprietor of the land. But the rule does not appear to give any prospective effect to dispositions which are not capable of registration, such as an underlease granted for mortgage purposes. As to the mortgage by demise, therefore, the common law rule applies that the mortgagor can only grant such estate or interest as he has at the time of the grant; he cannot pass the legal estate before he has it himself. And it is not advisable that in such a case the mortgage by demise shall be executed by the mortgagor, before the term is vested in him at law, as an escrow; for it is doubtful whether the subsequent delivery of the deed would avail to make it a perfect grant of an underlease valid at law: see 3 Rep. 35; Co. Litt. 48*b*; Shepp. Touch. 60 (Preston's ed.). The manner in which such a transaction is carried out may cause a difference in the amount of stamp duty payable. If no charge be taken until the mortgagor has been registered as the proprietor of the leasehold land intended to be mortgaged, the mortgage by demise may be executed first and stamped as a mortgage deed, and then by rule 164 of the Land Transfer Rules, 1898, the instrument of charge will bear no stamp duty. But if the lease and the instrument of charge be delivered together for registration under rule 78, then the instrument of charge must be stamped as a mortgage, and the deed of mortgage by demise, to be executed subsequently to the registration of the mortgagor as proprietor, will have to bear as *ad valorem* stamp duty at the rate of sixpence per £100 as a security by way of further assurance: see Stamp Act, 1891, First Schedule, tit. Mortgage.

The writer must disclaim any intention of hostility towards the system of registration of title, which, if well regulated, is capable of conferring great benefit on the community. His only aim is to lay before the profession the considerations by which, he conceives, those instructed to advise intending

mortgagees of registered land must be guided. With respect to unregistered land, the rights and remedies of mortgagees are thoroughly well ascertained; and the natural inquiry on behalf of an intending mortgagee of registered land seems to be, whether in accepting a registered charge he will have as good a security in all respects as he would have under a mortgage of unregistered land in the established form, and if not, in what repects will his security be deficient. In these articles the writer has merely endeavoured to give the answer to these inquiries, and to suggest, from the point of view of one instructed to advise mortgagees, means whereby the disadvantages observable in a registered charge may be remedied. Whether mortgagees will accept the security of a registered charge notwithstanding its deficiencies is a matter for themselves to determine. And whether mortgagors will be able to borrow all the money they want on the security of registered charges is a question which will be settled by the state of the money market.

It is to be hoped that, if the operation of the Land Transfer Acts is to be in any way extended, they will be carefully considered and amended. T. CYPRIAN WILLIAMS.

DETERMINATION OF POWER OF ATTORNEY BY SUBSEQUENT MENTAL INCAPACITY.

IT is somewhat singular that, at a time when lunacy is admittedly on the increase, there should not be any distinct authority as to the constantly arising question, raised, but not decided, so long ago as 1855, in *Duke* v. *Beaufort and Glen* (3 W. R. 463), whether the donee of a power of attorney can act during the mental incapacity of his principal. In theory, as in principle, there would not at first sight appear to be any difficulty, for it seems at least reasonable to conclude that the incapacity of the principal must determine the authority of the agent. So far, of course, as the person acting in pursuance of the power comes within the provisions of section 47 of the Conveyancing Act, 1881, or sections 8 or 9 of the Conveyancing Act, 1882, the lunacy or unsoundness of mind is immaterial.

In the case of *Drew* v. *Nunn* (27 W. R. 810, L. R. 4 Q. B. 661) BRETT, L.J., treats the general question, whether insanity of the principal puts an end to the authority of the agent, as one upon which there had not been any satisfactory conclusion, but states that, in his opinion, the authority is thus determined, upon the ground that where such a change occurs to the principal that he cannot any longer act for himself, the agent whom he has appointed cannot any longer act for him. A power of attorney, however, is of itself a holding out or assertion by the principal that the agent may act for him, and accordingly the court held that as, by the supervention of insanity, the principal cannot withdraw the authority, a person acting *bond fide* under the power, without notice of the insanity, had a right to enter into a contract as with the principal, and that the principal was bound accordingly. The conduct of the agent in continuing to act after notice of the insanity may have been wrongful, but this would only be material as between himself and his principal, and the hardship on the principal of suffering for not having revoked a power which he was mentally incapable of revoking can only be considered as among the misfortunes incident to insanity. The decision is of value so far it as goes, but it is somewhat discounted by the care which the court took to doubt whether partial mental derangement, or anything short of *dementia*, would amount to a revocation of the authority, as mere weakness of mind is insufficient to exempt anyone from responsibility in respect of his engagements.

In the later case of *Grove* v. *Johnston* (25 L. R. Ir. 352), which raised the question of the liability of sureties for a collector who had been found a lunatic before he could collect any of the moneys for which the sureties were sued in the action, HOLMES, J., treated it as settled law that the authority of an agent is revoked by the lunacy of his principal; but held, with regret, that although, for the purposes of the case, the capacity of the collector to perform his duties was as completely put an end to by his lunacy as if he had died, he was bound by the analogy of an earlier case where the incapacity had arisen from paralysis. The majority of the court, however, did not feel any difficulty in the case; and, whilst treating *Drew* v. *Nunn* (*ubi supra*) as an authority for the proposition that the authority of the agent is determined by the lunacy of the principal, decided in favour of the sureties on the ground that it was not reasonable to suppose that it was in the contemplation of the contracting parties, when they made their bond, that the lunacy of their principal would supervene and deprive him of all capacity to act. There is a distinction to be drawn on this point between physical and mental infirmity, and the only real principle laid down is the somewhat vague one "that mental health, like physical health, is but a form of the ability to perform which the law makes an understood condition of every contract, and that the nature and effect of that disability must vary according to the thing to be performed."

The extent of this disability is thus a question of fact for determination by a jury or some competent authority, and it is submitted that, on the present state of the authorities, the proper conclusion for the practitioner's conduct, in cases outside the express provisions of the Conveyancing Acts, is that, whilst dealings with the donee of a power of attorney made after the insanity has supervened are certainly good as against the principal's estate if the parties dealing with the attorney had not any notice of the insanity, and are possibly good even with notice of incapacity, if it is only physical, or if mental is not total, yet in cases where there is a notice of actual insanity or unsoundness of mind duly ascertained, the power of attorney must be treated as no longer of any validity, and that nothing short of proceedings in Lunacy can be accepted as sufficient to bind the property of the principal.

REVIEWS.

BOOKS RECEIVED.

Oke's Magisterial Formulist: being a Collection of Forms and Precedents for Practical use in all Cases out of Quarter Sessions and in Parochial Matters by Magistrates, their Clerks, Solicitors, and Constables. Eighth Edition. By CECIL GEORGE DOUGLAS, Esq., Chief Clerk, Mansion House Justice Room, London. Butterworth & Co.

Agricultural Holdings. The Agricultural Holdings Acts, 1883 and 1900, and other Agricultural Statutes, including those relating to Distress, Game, and Workmen's Compensation. Arranged, with Notes and Forms, by J. M. LELY, M.A., and W. HANBURY AGGS, M.A., LL.M., Barristers-at-Law. Founded on Lely and Pearce's Agricultural Holdings. William Clowes & Sons (Limited).

A Manual of the Practice of the Supreme Court of Judicature in the King's Bench and Chancery Divisions, intended for the use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Eighth Edition. Stevens & Haynes.

CORRESPONDENCE.

MORTGAGES OF REGISTERED LAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There is one conclusive objection to relying on a registered charge only. It is, that the mortgagee has not possession of his security, which is retained by the registry, and a certificate of its effect issued. At least, that is so except in the case of mortgages to building and friendly societies.

For the reason given, I have come to the conclusion that it is necessary to take a mortgage in the ordinary form (which is properly stamped) and also a registered charge. The latter is taken to prevent any dealings with the land by the mortgagor, and the former is taken in order that if the mortgagee has to sue for his principal or interest, or to get possession of the mortgaged property, he may be able to do so without going to the Land Registry to produce and prove his security, without which of course he could not get judgment.

Why building and benefit societies should be allowed to take securities in their own forms, and to retain possession of them, while ordinary mortgagees are not, is one of the anomalies (which are many) in the practice of the Land Registry, and which I venture to think will have to be swept away if compulsory registration is to be made applicable to the City of London. It is hardly to be expected that bankers will be willing to consent to have their securities filed at Lincoln's-inn instead of retaining them in their own possession.

JOHN R. ADAMS.

66, Cannon-street, March 18.

SETTLEMENT ESTATE DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It may be within the knowledge of such of your readers as have some acquaintance with these matters that, owing to the continuance of an error in departmental practice under the Finance Act, only recently effectually checked, duties in excess of those legally payable were for nearly six years exacted in respect of agricultural property in Ireland.

It is noteworthy, however, that while this and some other kinds of excessive demands have been exposed, there is one that, instead of being checked, has been, as it were, added to the statute, and brought within the charge of settlement estate duty.

In the course of the proceedings before the Court of Appeal in the *Attorney-General* v. *Clarkson* (1900, 1 Q. B. 156) it transpired that, by a concurrence of accidents originating in the introduction of an erroneous departmental practice, the area of taxation for settlement estate duty under the Finance Act, 1894, was extended beyond the area of the enactment.

It is, be it observed, "settled property" that under the Act of 1894 was charged with settlement estate duty, but in official practice property *liable to be settled* came to be treated as property presently and actually settled. The Revenue claim in the case of the *Attorney-General* v. *Fairley* (1897, 1 Q. B. 698) was made on this erroneous basis, the decision of the court treating property liable to be settled as if it were actually settled at the date of the death, and the provision in section 14 of the Act of 1898 was passed to redress the evident fiscal injustice of levying this duty on such property, and proceeding on the assumption that it was right, affirmed in substance the decision in the case of the *Attorney-General* v. *Fairley*, and it was thus through an error in official practice leading up to a judicial error, and the unwitting action of the Legislature, that a new demesne was added to the area for the charge of estate duty—*vide* observations of the Master of the Rolls in the Appeal Court in the case of the *Attorney-General* v. *Clarkson*.

I may be permitted also to advert to a new demand in course of being made for settlement estate duty on annuities or rent-charges given for a life as creating thereby a settlement and liable to settlement estate duty. The previous practice was to treat as "settled property" an annuity for a life charged on personal estate given absolutely, with a direction that a sufficient portion of the property should be set apart to provide for the annuity, but it was not the practice to treat the gift of a simple annuity charged on personal estate, or a rent-charge for life on real estate, as creating a settlement of so much of the property as would be required for the payment of the annuity or rent-charge during the life.

This change has arisen since the decisions in the cases of *Attorney-General* v. *Owen* and *Attorney-General* v. *Coulson* (1899, 2 Q. B. 253) The former case merely settled that if an annuity is given by will to one for life, with a direction to invest and set apart a fund sufficient to provide for the annuity, this fund is settled property, and the latter that if an annuity is given to one for life, and at the death of the annuitant a capital sum is given to another, there is a settlement of the capital sum provided, but there is nothing in either case to suggest that the gift of a simple annuity charged on real or personal estate for a life would have such an effect.

As regards an annuity charged on real estate devised in fee, it has indeed been suggested that a part of the real estate sufficient to yield the annuity must be considered as settled. It may be noticed, on the other hand, that no such inference is left to ingenuity or mere conjecture in the second section of the Settled Land Act, from which the definition of a settlement is taken. It is not matter of inference, but definition to quote section 2 (2) of the said Act that "An estate or interest in a remainder or reversion not disposed of by a settlement, and reverting to the settlor or descending to the testator's heir, is, for the purpose of this Act, an estate or interest coming to the settlor or heir under or by virtue of the settlement, and comprised in the subject of the settlement." The provision contained in sub-section 2 (7) also precludes any mere annuitant from claiming the position of tenant for life, so that there cannot be in fact a settlement of so much of the property as the annuitant is entitled to, or, if the annuity exceeded the income of the property, a contingent settlement of the property itself.

In short, it is by no means obvious how, if an annuitant or rent-charger cannot claim the position of a tenant for life under the Settled Land Act, the creation of an annuity or rent-charge to sink into the capital or into the fee upon a death can operate to make the property charged, or any portion of it, settled within the meaning of the Finance Act, in the absence of an express definition that such a creation shall be deemed to effect a settlement.

WILLIAM WILSON.

45, Dame-street, Dublin, March 18.

Mr. Justice Byrne, who has been suffering from influenza and bronchitis, though now convalescent, is still weak and unable to return to his duties.

NEW ORDERS, &c.

THE LAND TRANSFER ACT, 1897.

At the Court at Saint James's, on the 9th of March, 1901.—Present, The King's Most Excellent Majesty in Council.

Whereas it is expedient that the operation of the Order in Council, dated the 18th of July, 1898, and made pursuant to "The Land Transfer Act, 1897" should be further postponed as regards the City of London. Now it is hereby ordered and declared that the said order is to be read and to take effect as if instead of the words "first of May, 1901" the words "first of January, 1902" had been inserted in the Schedule thereto. A. W. FITZROY.

TRANSFERS OF ACTIONS.

ORDERS OF COURT.

Tuesday, the 12th day of March, 1901.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice KEKEWICH (1900—H.—No. 3,450).

In the Matter of Hearns Limited. Henry Edward Thornton v. Hearns Limited. HALSBURY, C.

Friday, the 15th day of March, 1901.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice JOYCE (1901—A.—No. 254).

In the Matter of the Albert Court Estate Company Limited. Francis Edwin Rosher v. Albert Court Estate Company Limited and L. A. A. Jones and H. A. Richardson. HALSBURY, C.

CASES OF THE WEEK.

Court of Appeal.

FULLICK *v.* **EVANS, O'DONNELL, & CO. (LIM.).** No. 1. 12th March.

MASTER AND SERVANT—COMPENSATION FOR INJURIES BY ACCIDENT—EMPLOYMENT—"ENGINEERING WORK"—"RAILROAD"—ERECTION OF SIGNAL BOX ON NEW RAILWAY—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7.

Appeal from the award of Judge Lumley Smith, K.C., at the Westminster County Court, under the Workmen's Compensation Act, 1897. The applicant for compensation was a labourer in the employment of Evans, O'Donnell, & Co. (Limited), who were railway signalling engineers. The employers were at the time of the accident for which compensation was claimed engaged in erecting a signal box, including signals and levers for working the points, on a railway which was being constructed by another contractor. The applicant was employed in punching holes in the concrete foundation of the signal box, when he was injured by an accident. The county court judge held that the applicant was at the time of the accident employed in "engineering work" within the definition in section 7, sub-section 2, of the Workmen's Compensation Act, 1897, as the work which was being contracted for by his employers was the "construction of a railroad" within that definition, and he awarded the applicant 11s. a week. The employers appealed.

THE COURT (A. L. SMITH, M.R., COLLINS and ROMER, L.JJ.) dismissed the appeal.

A. L. SMITH, M.R., said that "engineering work" was defined by section 7, sub-section 2, of the Workmen's Compensation Act, 1897, as meaning "any work of construction or alteration or repair of a railroad," &c. It was not denied that if the word "railway" had been used, instead of the word railroad, the Act would have applied, because of the wide definition of "railway" in the Regulation of Railways Act, 1873, which was incorporated in section 7, sub-section 2, of the Act of 1897. It was contended that the Legislature by using the word "railroad" in contrast to "railway" intended something narrower, and intended to include therein only the permanent way and works directly connected therewith. He could not draw any such inference from this Act. He could see no distinction between a railroad and a railway.

COLLINS, L.J., agreed. Whether one spoke of a railroad or a railway, in his opinion the signal-box came within the term.

ROMER, L.J., agreed. The word "railroad" was used in this Act in the popular sense as including everything which was a necessary part of a railway looked at as a going undertaking.—COUNSEL, *Ruegg*, K.C., and *A. G. McIntyre*; *W. E. Ball*. SOLICITORS, *Bell, Brodrick, & Gray*; *C. F. James*.

[Reported by W. F. BARRY, Barrister-at-Law.]

CUBA SUBMARINE TELEGRAPH CO. *v.* **WEST INDIA AND PANAMA TELEGRAPH CO.** No. 2. 15th March.

CONTRACT—BREACH OF CONTRACT—"TELEGRAPHIC COMMUNICATION"—INJUNCTION—DAMAGE.

This was an appeal from Farwell, J. By an agreement dated the 31st of January, 1870, it was provided as follows: (1) The Cuba Co. would

forward by the West India Co. all telegraphic messages received by or sent through the lines of the Cuba Co. for any part of the world with which the West India Co. might be in telegraphic communication. (3) The West India Co. would forward by the Cuba Co. all messages sent through the West India Co. for such places as the Cuba Co. might be in telegraphic communication with. (4) Each company would assist by every means in their power to develop the business of the other company. (5) Neither company would enter into any arrangement with any other company or persons, or be interested in any telegraphic line, which might be prejudicial to the interests of the other company without consent; but each company might send messages over their lines at the request of the sender without solicitation by any competing lines, provided that the other company shared in the amount accruing in respect of such messages in proportion to the amount each company would have received in case the messages had gone over the lines of both companies. The plaintiffs alleged that by means of the defendants' cables the plaintiffs were in telegraphic communication with all places directly served by the defendants' cables and with places beyond with which the defendants were in telegraphic communication. A new cable had recently been laid between Bermuda and Jamaica by the Direct West India Cable Co., and by means of such cable and of cables of companies allied with the Direct Co. the plaintiffs alleged that competition with the business of the plaintiffs and defendants was threatened. The plaintiffs further alleged that the defendants threatened, in breach of clause 5 of the agreement, to arrange with the Direct Co. to transmit messages at a rate lower than the local rate, and also threatened to arrange terms with the District Co. which would enable a message from London handed by the Direct Co. at Jamaica to the defendants to be transmitted to Jamaica at a rate not greater than the through rate which had been agreed upon by the plaintiffs and defendants. The plaintiffs accordingly claimed an injunction to restrain the defendants from entering into any agreement or arrangement in breach of the aforesaid agreement, and which might be prejudicial to the plaintiffs. The defendants contended that the interpretation put forward by the plaintiffs of the agreement was too wide, and that the only places with which the plaintiffs were in telegraphic communication were the places actually served by their own lines. Farwell, J., gave judgment for the plaintiffs. The plaintiffs now appealed.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) dismissed the appeal, subject to a slight modification in the form of the judgment. Their lordships held that the construction of the words "telegraphic communication" contended for by the defendants was inadmissible. In their opinion a company might be in telegraphic communication with a place which was not reached by their own lines. In the ordinary acceptation of the words a company was in telegraphic communication with any place to which in the ordinary course of business it could send a telegram, and in the agreement in question those words ought to bear their ordinary meaning. It was, however, one thing to say that a particular thing was within the agreement, and quite another to say that it ought to be restrained by injunction. The object of this agreement was to prevent competition, and if a breach of the agreement did not let in any competitor, the plaintiffs would not be injured and no injunction ought to be granted. The injunction would therefore be confined to cases in which the plaintiffs would be damaged by competition.—COUNSEL, *Haldane*, K.C., *Younger*, K.C., and *A. F. Peterson*; *Swinfen Eady*, K.C., *Hughes*, K.C., and *Hetfield Green*. SOLICITORS, *Bircham & Co.*; *Bowman & Curtis Hayward*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **KNOTT END RAILWAY ACT, 1898.** No. 2. 13th March.

RAILWAY — CREDITOR — RECEIVER — LINE NOT OPEN TO TRAFFIC — JURISDICTION—RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. c. 127), s. 4.

This was an appeal by the railway company against a decision of Farwell, J. A petition was presented by judgment creditors for the appointment of a receiver of the undertaking of the Knott End Railway Co. under section 4 of the Railway Companies Act, 1867. The company was incorporated by an Act passed in 1898 to construct a light railway between Knott End and Pilling, in the county of Lancaster, and for other purposes. The said Act provided (*inter alia*) that the railway should be constructed and worked as a light railway subject to the provisions of Part V. of the Regulation of Railways Act, 1868, that the capital of the company should be £50,000 in 10,000 shares of £5 each, and that if the railway should not be completed within five years from the 12th of August, 1898, the powers granted by the Act should cease except as to so much thereof as should then be completed. The whole of the capital authorized by the Act was offered for subscription, but only 1,171 shares of £5 were subscribed for. The total amount paid up on such shares is about £5,835. Under an agreement of the 4th of November, 1898, between the company and the contractor, Mr. Robert Worthington, the contractor agreed to construct and complete the railway, and by a supplemental agreement the consideration payable to the contractor was to be paid as to £6,000 in cash and as to £28,000 in fully-paid shares of the company. One thousand and fourteen shares of the company had accordingly been allotted to the contractor or his nominees. The company proceeded to purchase lands and to construct the railway, but it had not yet been completed. The permanent way has been formed and fenced, but no rails have been laid. The land for the station at Knott End has not yet been acquired, and some purchases of other land for the permanent way have not yet been completed. The petitioners on the 15th of August, 1900, obtained a judgment against the company for £2,982 15s. for debt and £7 10s. for costs in the Queen's Bench Division, which judgment is still in force and unsatisfied. On the 9th of February, 1900, a firm of solicitors had also obtained judgment against the company for about £1,500 and had issued execution, and under that execution had seized and sold about 250 tons of rails on the property of the company, but that judgment remained in part unsatisfied. It was agreed that the company had no assets or property remaining upon which execution could be levied. Section 4 of the Railway Companies Act, 1867, is as follows: "The engines, tenders, . . . and effects constituting the rolling-stock and plant used or provided by a company for the purpose of the traffic on their railway, or of their stations or workshops, shall not, after their railway or any part thereof is open for public traffic, be liable to be taken in execution at law or in equity where the judgment on which execution issues is recovered in an action or a contract entered into after the passing of this Act, or in an action not on a contract commenced after the passing of this Act; but the person who has recovered any such judgment may obtain the appointment of a receiver, and, if necessary, of a manager, of the undertaking of the company on application by petition in a summary way to the Court of Chancery . . . ; and all money received by such receiver or manager shall, after due provision for the working expenses of the railway and other proper outgoings in respect of the undertaking, be applied and distributed . . . in payment of the debts of the company . . ." The questions raised were whether, in the circumstances of the present case, the court had jurisdiction to appoint a receiver, and, if so, whether it would in the exercise of its discretion make the appointment. Farwell, J., held that there was jurisdiction, and appointed a receiver. The railway company appealed.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) allowed the appeal.

RIGBY, L.J.—This case raises an important question as the construction of section 4 of the Act of 1867. I do not think that on the present occasion it is necessary to lay down any final and complete rule as to the jurisdiction of the court under the section in all circumstances. It seems to me sufficient to say that in the circumstances of the present case there is nothing to justify the appointment of a receiver. Section 4 prohibits any execution being levied upon the rolling-stock and plant of a railway company after the railway has been open for traffic, but in other respects it leaves the powers of judgment creditors quite unaffected. The second part of the section gives a new remedy in place of that taken away—viz., the appointment of a receiver in certain cases. What is the duty of a receiver appointed under this section? He has to receive the profits of the railway as a going concern. It is not suggested that in the present case there are any outstanding debts of the company which the receiver could receive. All he could receive would be the profits of the line as a going concern when they arose. If there were no other circumstances to be taken into account, I should have thought it clear that a receiver ought not to be appointed until the line is either opened or is going to be opened, because only under those circumstances would the appointment of a receiver be efficacious. It has been urged that the two parts of section 4 are so wholly independent of each other that they must be treated as if they were distinct sections. I protest against that view. No court by its finding can alter facts, or say that one section is two. In my opinion the decision in *Re The Manchester and Milford Railway Co.* (14 Ch. D. 645) has no such effect. What was really meant by that decision was that it is not necessary to shew that a creditor has been deprived of a particular right before he can avail himself of the general right conferred by the section. I must not be understood as saying that there is jurisdiction to appoint a receiver before the line is open for traffic. But I think that in any case it is not the practice of the court to assume a jurisdiction to appoint a receiver who would have no duties to perform for some considerable time and who might never have any duties to perform at all. That alone is a sufficient ground for saying that a receiver ought not now to be appointed. Until the line opens I do not think there is anything for him to do at all. I also think that if a receiver were appointed any creditor who had a right to seize any particular chattel of the company would be able to obtain leave from the court to seize it notwithstanding the appointment. The reason why he has to get leave of the court is that he could not interfere with an officer of the court without getting leave of the court, not that his rights are limited by the appointment. I cannot see what would be the use of appointing a receiver in this case, and I think it would be contrary to the practice of the court to make the appointment. I think, therefore, that the order of the learned judge should be discharged.

VAUGHAN WILLIAMS, L.J., assented, because he understood that, according to the practice of the Chancery Division, it was not usual to appoint in such a case a receiver who would have no functions to perform. He was not, however, satisfied that there would be no jurisdiction to appoint a receiver before the line was opened, nor was he satisfied that after the appointment of a receiver it would be possible for a judgment creditor to proceed with an execution against the company.

STIRLING, L.J., concurred. Assuming the existence of the jurisdiction of the court to appoint a receiver, he thought the case was not one in which the jurisdiction ought to be exercised. He thought that the appointment of a receiver would really be an obstacle to the completion of the line.—COUNSEL, *Phipson Beale*, K.C., and *Martelli*; *Alden Rankin*, K.C. and *Maughan*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.*; *Rowcliffes, Rawle, & Co*, for *Houghton, Myers, & Reveley*, Preston.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **SPINDLER AND MEARS' CONTRACT.** Farwell, J. 12th and 13th March.

VENDOR AND PURCHASER — CONDITIONS OF SALE — "NOTWITHSTANDING INTERMEDIATE OR PENDING LITIGATION"—POWER TO RESCIND—NOTICE TO RESCIND PENDING PROCEEDINGS—COSTS.

Summons under the Vendor and Purchaser Act, 1874. The property

was in May, 1900, put up for sale by auction under conditions one of which was as follows: "If the purchaser shall insist on any objection or requisition which the vendors shall be unable or unwilling to comply with, and shall not withdraw the same after being required so to do, the vendors shall (notwithstanding any attempt to remove the same or that there shall have been any intermediate or pending negotiation, proceeding, or litigation, and although they may have insisted that all or any of the objections and requisitions are or is untenable) be at liberty, by notice in writing signed by their solicitors, to rescind the contract, and shall thereupon return to the purchaser his deposit, but without any interest, costs of investigating the title, or other compensation or payment whatsoever." The property not being sold in May, the plaintiff entered into a contract on the 19th of June, 1900, to purchase it subject to the particulars and conditions of sale so far as they applied to a sale by private contract. The abstract of title having been delivered, the purchaser sent in voluminous requisitions, to which the vendor delivered answers. On the 20th of July the purchaser delivered replies. On the 24th of July the purchaser took out this summons, asking for a declaration that the plaintiff's objections to the title had not been sufficiently answered, and in particular, that the title was defective on certain specified grounds, and for a return of his deposit moneys and costs. Both parties filed evidence, and the summons now came on for hearing, when counsel for the vendor stated that they had on that day required the purchaser to withdraw his requisitions, and given him notice to rescind the contract. The vendor now asked that the purchaser should pay the costs of the summons up to the date of the notice to rescind: *Duddell* v. *Simpson* (15 W. R. 115, L. R. 2 Ch. 102), *Isaacs* v. *Towell* (1898, 2 Ch. 285). The purchaser contended that the court could not do this without going into the merits of the case, for which there were at present no materials; also that the power to rescind could not be exercised after judgment: *Re Arbib and Class's Contract* (39 W. R. 305; 1891, 1 Ch. 601).

FARWELL, J.—In this case the purchaser took out a summons under the Vendor and Purchaser Act, 1874, on the 24th of July last. The parties went into evidence. The summons came on for hearing yesterday, and counsel then stated that the vendor had that afternoon served the purchaser with a notice to rescind the contract, and they asked for the dismissal of the summons without costs. The question turns upon the wording of one of the conditions of sale. [Here his lordship read the condition as above.] That makes a case practically indistinguishable from that of *Duddell* v. *Simpson* (*ubi supra*). I cannot suppose that the two Lords Justices, in ordering the vendor to pay costs in that case, overlooked the point arising on the construction of the condition. They decided that the vendor must pay the costs up to the time when he gave notice to rescind. I am bound by that decision. And upon the construction of this condition I think that, as the costs of investigating the title are specifically mentioned, the parties probably intended to exclude costs which are only payable under an order of the court. But, however that may be, I cannot refuse to follow a decision of the Court of Appeal merely because the Lords Justices did not fully state the grounds of their decision. Counsel for the vendor urged that there is nothing before me upon which I can decide the question of costs upon the merits. I cannot agree with him. I think it was very unreasonable on the vendor's part to let things go on until the summons was ready for hearing, and very hard upon the purchaser that the vendor should let him go on incurring all the costs and not make up his mind to rescind until the very last moment. These are quite sufficient grounds for making him pay the costs.—COUNSEL, *Butcher*, K.C., and *Philpotts*; *Upjohn*, K.C., and *Beaumont*. SOLICITORS, *H. Mear*; *Upton & Britton*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of **JAMES DOLBY BELHAM** (Deceased). **RICHARDES** *v.* **YATES.**
Barnes, J. 12th Feb. and 11th March.

PROBATE—PRACTICE—ADMINISTRATION BOND—CREDITOR'S RIGHT TO RETAIN ASSETS—NOT "UNDULY" PREFERRING.

This was a motion on behalf of Roderick Clement Richardes (the plaintiff in an administration action) to vary an administration bond which had been granted on the 25th of November, 1898, to the defendant Joseph Graham Yates. It appeared that the deceased had in his lifetime entered into certain building contracts, and at his death was indebted to both the plaintiff and defendant. The defendant took over the deceased's building contracts, and on taking out letters of administration to his estate entered into the bond in question. The bond provided, *inter alia*, that the defendant should administer according to law "rateably and proportionately and according to the priority required by law and not unduly preferring his own debt." The plaintiff sought to have the word "unduly" struck out of the bond and to have the bond otherwise altered so as to carry out the true intention of the court in granting the bond. In the case of *Davies* v. *Parry* (1899, 1 Ch. 602) Romer, J., held that the bond gave the administrator the power of "preferring" so long as he did not do it "unduly." The view that the court took in that case was that the bond still left it open to the administrator to retain his own debt so long as the law allowed him the right of retainer and so long as he did not in that respect act unduly. In consequence of that decision the defendant sought to swamp the estate with his own debt and not to pay rateably. It was, however, contended on his behalf that, as he had entered into a contract with the court, the court could not act with a high hand and practically force a new contract upon him. Further, the defendant had, it was argued, a right of retainer which was a right vested in him, and therefore even if the court revoked the grant of administration (which was asked for in the alternative), such revocation would be ineffectual. The cases *Re Rhoades* (1899, 2 Q. B. 347), *In the Goods of Brackenbury* (2 P. D. 272), *Re Jones* (31 Ch. Div. 440), *Blackborough* v. *Davis* (1 Salk. 38), *In the Goods of Baddeley* (60 L. T. N. S. 235); Williams on Executors, p. 503; *Weekly Notes*, the 23rd of December, 1899.

BARNES, J., in dismissing the motion, said: The court is asked to do one of two things, but as it is I think that I can do neither one thing nor the other. I do not think that I can alter the bond, for the court cannot make a new contract with the administrator. Nor can I effectively do what was suggested in *In the Goods of Brackenbury*. No doubt the court has power to revoke the grant, but I cannot see that the creditor and administrator have acted improperly. There still remains this difficulty also. In Williams on Executors, 503, it is said, "If administration be committed to a creditor and afterwards repealed at the suit of the next-of-kin, the creditor shall retain against the rightful administrator and his disposal of goods even pending his citation till sentence of repeal is good": *Blackborough* v. *Davies* (1 Salk. 38). Further, in *Re Rhoades* (1899, 2 Q. B. 347) Lindley, M.R., said, "The older common law authorities go far to shew that if an executor was a creditor of his deceased testator and had assets in his hands sufficient to pay his debt (and all others of a higher degree if any), such debt was treated as extinguished." Therefore, even if I revoked the grant of administration, it would not destroy the right of retainer. For these reasons I cannot accede to this motion, but will give the applicant every facility, if he so desires it, to go to the Court of Appeal. Following *In the Goods of Brackenbury*, the costs must be paid out of the estate.—COUNSEL, *Bargrave Deane*, K.C., and *Griffith Jones*; *Ingpen*, K.C., and *Whinney*. SOLICITORS, *Woosnam & Smith*, for *Smith & Davies*, Aberystwyth; *H. B. Worrell & Son*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **GOVERNOR OF HOLLOWAY PRISON.** *Ex parte* **BLUHM.**
Div. Court. 15th March.

EXTRADITION—"APPREHENSION"—HABEAS CORPUS—JURISDICTION TO REVIEW DECISION OF MAGISTRATE—EXTRADITION ACT, 1870 (33 & 34 VICT. c. 52), s. 8.

In this case a rule *nisi* for a *habeas corpus* had been obtained calling upon the Governor of Holloway Prison to shew cause why he should not bring up Joseph Bluhm, a prisoner in his custody, in order that he might be released. On the 15th of December, 1900, Bluhm was arrested on a charge of obtaining money by false pretences from a German subject within the German Empire, the allegation being that he promised one Wallesch an advance of a considerable sum of money upon receipt of an instalment of interest, and having received the instalment never sent the principal. Bluhm was brought before Mr. Marsham, one of the metropolitan police magistrates, remanded from time to time, and ultimately the German Government demanded his extradition. The Extradition Treaty with Germany (see sections 9 and 12) and the Act of 1870 provide that unless sufficient evidence to justify committal be brought against a prisoner within two months of his apprehension he shall be discharged from custody. The rule *nisi* was obtained for his release on the 8th inst., on the ground (1) that no sufficient evidence for extradition had been produced within the prescribed time; (2) that the magistrate was not entitled after the expiration of two months to receive any evidence in support of charges other than those on which the person was apprehended; and (3) that there was no evidence of identity of Bluhm with the person referred to in the depositions taken in Germany. Counsel, in support of the rule, contended that on the 14th of February, at which date the two months expired, there was not sufficient evidence to justify a committal. The court was not bound by the adverse opinion on this point expressed by the magistrate, and he cited a *dictum* of Lord Brampton in *Re Castioni* (1891, 1 Q. B. D., at p. 164). A further point raised was that the prisoner had been committed on thirty charges other than that preferred by Wallesch, for which his extradition was claimed, in respect of which it was submitted there was no evidence except that the charges were made by a police officer, and the prisoner said he knew nothing about them. If these were to form the ground for extradition, the prisoner was entitled to a discharge under the order issued in regard to the charge made by Wallesch. If there was to be extradition on the fresh charges he ought to be apprehended again. A man in custody might be apprehended by reading over the warrant to him: *Reg.* v. *Wall* (1882, 9 Q. B. D. 701). For the Crown, however, it was contended that there was sufficient evidence for a committal tendered within two months, and that the prisoner was properly detained while the other charges were investigated.

THE COURT (CHANNELL and BUCKNILL, JJ.) discharged the rule.

CHANNELL, J., said the rule must be discharged since in his judgment there was upon the depositions before the 14th of February sufficient evidence to warrant a committal of the prisoner for trial if the proceedings had been in England, and consequently sufficient evidence to make an order for his committal for extradition upon Wallesch's charge.

BUCKNILL, J., concurred, and pointed out that if Bluhm had not been properly extradited as to the thirty subsequent charges he could raise the point before the German courts. No injustice, therefore, would be done him by discharging the rule. Rule discharged.—COUNSEL, *R. B. Finlay*, A.G., and *H. Sutton*; *Randolph*. SOLICITORS, *The Treasury Solicitor*; *Crowdhaw & Caldicott*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re **BURR.** *Ex parte* **PANNELL** *v.* **GODDARD.** Wright, J. 19th March.

BANKRUPTCY—AFTER-ACQUIRED PROPERTY—SECOND ADJUDICATION—RIGHTS OF TRUSTEE IN FIRST BANKRUPTCY AS AGAINST TRUSTEE IN SECOND BANKRUPTCY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 44.

Arthur Burr was adjudicated bankrupt on the 28th of April, 1892, and Clark was appointed trustee. The bankrupt opened an office as an estate agent, traded and incurred debts with the knowledge of Clark, who stood by and in no way interfered with such trading. On the 28th of February, 1898, Clark was removed from the office of trustee and Pannell appointed in his stead. On the 22nd of October, 1898, Burr was again adjudicated bankrupt and Goddard was appointed trustee in the second bankruptcy. Pannell now moved for an order against Goddard directing the latter to hand over to him the sum of £383 3s. 1d., the proceeds of sale of various assets of Burr standing to the credit of the estate in the second bankruptcy.

WRIGHT, J., held that Pannell as trustee in the first bankruptcy was not entitled to the assets claimed by him, on the ground that Clark, his predecessor in office, had been entirely cognizant of the fact that Burr was trading after adjudication, and had fully acquiesced in such trading and allowed Burr to incur debts. Any assets, therefore, acquired by Burr since the first adjudication must vest in Goddard, the trustee in the second bankruptcy. Application dismissed.—COUNSEL, *Frank Mellor; Hansell.* SOLICITORS, *Baillie & Co.; H. H. Wells & Son.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **CHILD.** *Ex parte* **CHILD.** Wright, J. 19th March.

BANKRUPTCY — PRACTICE — COSTS—APPEAL—SECURITY FOR COSTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52)—GENERAL RULES, 1886, 1890, r. 131.

Appeal from the taxing-master in bankruptcy. In November, 1900, the appellant Child was desirous of appealing to the Divisional Court in Bankruptcy from an order of a county court. It was therefore necessary for him to comply with the terms of rule 131, which are as follows: "At or before the time of entering on appeal the party intending to appeal shall lodge in the High Court the sum of twenty pounds to satisfy, in so far as the same may extend, any costs that the appellant may be ordered to pay. Provided that the Court of Appeal may, in any special case, increase or diminish the amount of such security or dispense therewith." On the 22nd of November Child applied to the court to dispense with the security, but his application was dismissed with costs. On the 26th of November he paid the deposit and entered the appeal, which was eventually dismissed with costs. On taxation the taxing-master allowed the costs of the application to dispense with security out of the deposit of twenty pounds. Child appealed from the taxation, contending that the deposit was only security for such costs as might be incurred after the entry of the appeal and could not be applied in payment of costs incurred prior to that date. He relied upon the wording of rule 131, "Any costs that the appellant may be ordered to pay," as shewing that the deposit is only intended as security for future costs, and cannot be used to satisfy costs incurred before it has been lodged in court.

WRIGHT, J., held that the words of the rule did not limit the security to the satisfaction of future costs. The deposit was intended to be a security for any costs in relation to the appeal. The application to dispense with security was an application in relation to the appeal, therefore the costs of such application were payable out of the sum of twenty pounds lodged in court as security for the costs of the appeal. Appeal dismissed.—COUNSEL, *H. J. Turrell; Neilson.* SOLICITORS, *Behrendt; Ward, Perks, & McKay.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

Re **T. (A SOLICITOR).** Farwell, J. 14th March.

BANKRUPTCY—TRUSTEE IN BANKRUPTCY—UNREASONABLE BILLS OF COSTS OF BANKRUPT SOLICITOR—TAXING-MASTER—DISCRETION OF COURT—COSTS—BANKRUPTCY RULE 108 (3).

Further hearing of an originating summons. The summons was originally issued in November, 1899, and asked for the taxation of three bills delivered by Z. M., the trustee in bankruptcy of R. T., a solicitor, and for special directions to enable the parties to go into all matters as between solicitor and client. The three bills of costs, which were all delivered to the applicant, Mrs. H., in 1899, were (1) a bill of costs in a will action amounting to £183 4s. 1d., and delivered by the respondent, the trustee in bankruptcy; (2) a bill of costs in connection with management of affairs generally amounting to £159 12s. 4d., and delivered by the same respondent; and (3) a bill of costs in two actions amounting to £139 0s. 4d. and delivered by other respondents claiming to be assignees thereof. The summons came before Cozens-Hardy, J., in March, 1900, and he, after deciding various points raised, referred it to the taxing-master to tax and settle the three bills. The taxing-master allowed them (see above) at £8 7s. 8d., £33 1ds. 8d., and £82 2s. 4d. respectively, and he further certified that on the general account between the solicitor and the applicant there was an over-payment by her of over £105. It appeared during the taxation that the bills had not been made up by the solicitor himself, but were prepared and delivered by his trustee in bankruptcy after the solicitor's disappearance in 1897. The taxing-master had not made a special report to the court, but the Master in Chancery, at the request of the applicant, adjourned the summons into court to have the questions of set-off and costs there determined. The question was as to whether, under the circumstances, the trustee in bankruptcy should be ordered personally to pay the costs of the summons and taxation, as the applicant submitted that he should be, for proceeding with such bills which were made up of items grossly unreasonable: *Pitts* v. *La Fontaine* (6 A. C. 482). For the trustee it was contended that the trustee in bankruptcy of a solicitor was in an unusual position as litigant, for the whole onus of proving the bill was on the absconding solicitor, and that, under Bankruptcy Rule 108 (3) (see Williams on Bankruptcy Practice (7th ed.), p. 419), and on the cases thereunder, such a trustee would only be visited personally with the costs where he had acted so unreasonably that litigation was wholly unnecessary: *Re Page Brothers* (33 W. R. 825, 14 Q. B. D. 401), *Ex parte Leicestershire Banking Co., Re Dale* (33 W. R. 354, 14 Q. B. D. 48), and *Ex parte Brown, Re Smith* (17 Q. B. D. 488).

FARWELL, J., having observed that the effect of Bankruptcy Rule 108 (3) seemed to be to give the court a discretion, and having interviewed the taxing-master who had examined the bills, said that the taxing-master reported strongly against the bills. His lordship therefore gave the applicant liberty to prove in the bankruptcy for the £105, and ordered the trustee in bankruptcy personally to pay the costs.—COUNSEL, *G. Case; T. B. Napier.* SOLICITORS, *Harteup, Davis, & Cobbold*, for *Harteup & Son*, Bungay; *Nicholson, Graham, & Graham; Godden, Son, & Holme.*

[Reported by W. H. DRAPER, Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

A special general meeting of this society will be held on Friday, the 26th of April, 1901, at two o'clock, in the hall of the society.

THE SELDEN SOCIETY.

The annual meeting of this society was held on Wednesday, the 20th inst., at the Council Room, Lincoln's-inn Hall, Lord LINDLEY (president) in the chair. Among others present were Lord Macnaghten, Lord Justice Romer, Lord Justice Stirling, Mr. Justice Channell, Mr. Justice Buckley, Mr. Justice Joyce, Sir Howard Elphinstone, Bart., Sir Frederick Pollock, Bart., Mr. Renshaw, K.C., Mr. Chadwyck Healey, K.C., Mr. Warrington, K.C., Mr. P. O. Lawrence, K.C., Mr. Boydell Houghton, Mr. Cyprian Williams, Mr. R. G. Marsden, Mr. Scargill Bird (of the Public Record Office), Mr. Stuart Moore, Mr. Cracroft, Mr. Atkinson (of Selby), Mr. F. K. Munton (hon. treasurer), and Mr. B. Fossett Lock (hon. secretary).

In moving the adoption of the report, Lord LINDLEY announced that his Majesty the King had been graciously pleased to continue his patronage of the society, and gave an account of the position of the society during the last six years, during which he had been successively vice-president and president. At the time of reorganization early in 1895 the number of members was 223, now it has risen to 290. In 1895 it was necessary to raise a special fund to carry on the work. Now there is an accumulated balance sufficient to justify the commencement of the important and expensive reproduction of the Year Books of Edward II., though not sufficient to carry it through without the continuance of the special subscriptions of the Inns of Court. It has already been discovered by Professor Maitland that in the MSS. of those year books there are important portions which have never been printed, and which will increase the estimated number of volumes. In 1895 the publications were three years in arrear. Now they are (with one exception) up to date, and arrangements have been made for six years ahead. The one exception is the volume for 1899, over which the editor (Mr. Turner) is behindhand, but it will be produced during the present year. It is an exceptionally troublesome volume, the mass of materials in MSS. being very great, and the hitherto published matter very meagre. The eight volumes published in these six years cover a wide area both in subject-matter and in time. In Bracton and Azo Professor Maitland has traced the lineal descent of Roman Law in its direct influence on English law from the twelfth century Professors Azo of Bologna and Bernard of Pavia to the thirteenth century English Judge Bracton. And incidentally in the appendices he has made the most valuable contribution hitherto made to a correct text of Bracton, the production of which is a work yet to be carried out. In the Mirror of Justices the same editor has supplied a corrected text of this strange thirteenth century treatise, together with an admirable translation; while in the critical introduction he purports to destroy for ever its value as a legal authority and remove it from the category of law books to that of the Utopias of political reformers. In the Coroners' Rolls Professor Gross deals with the functions of the coroner in the thirteenth and fourteenth centuries, which were then of large importance compared with their modern position. The Coroners' Courts are shewn in fact to have had a great influence on the development of the early jury system in England, and there is no better illustration than is supplied by this volume of the collective responsibilities of neighbouring townships in the suppression of crime. In the Select Cases in Chancery Mr. Baildon has dealt with the earliest Chancery records, *i.e.*, those of the fourteenth and fifteenth centuries; not only tracing most of the principles and practice of equity back to that time, but throwing much light on the development of the jurisdiction of the Chancellor out of that of the council. The Beverley Town Documents, edited by Mr. Leach, deal mainly with the development of

municipal government in the same fourteenth and fifteenth centuries in the hands and under the control of trade guilds, and with the communal ownership or municipalization of lands. In the two volumes of Select Proceedings in the Court of Admiralty, Mr. Marsden has in his elaborate introduction traced the history of the court for more than four centuries, from the fourteenth to the eighteenth, and has given a graphic account of the Elizabethan contest between the Common Law and the Admiralty in the time of the celebrated Judge Dr. Julius Cæsar. The selections are taken mainly from the Tudor period, but there is an excellent summary of the earlier and later records, which, taken with the introductions to the two volumes, affords, it is believed, the best available account of Admiralty jurisdiction and history. The Select Cases in the Court of Requests, edited by Mr. Leadam, is one of singular interest, as it is the only extant history of that court written after full investigation of the original records and materials. It deals with the sixteenth century, and shews a Court of Equity, outside the Chancery and the Star Chamber, developing equitable principles and procedure, dealing with a mass of poor men's causes in a summary manner, and especially favoured by men of such diverse views as Cardinal Wolsey and the Protector Somerset. It fell through the jealousy of the common law courts, exercised by writs of prohibition. The introduction practically settles the vexed questions of the relations of the Star Chamber and the council, and contains a complete list, with biographical notes, of all the judges of the Court of Requests. It is hoped that the volumes already arranged or contemplated for future years will be not less interesting and valuable. In the two volumes to be devoted to the Star Chamber Proceedings, Mr. Leadam will continue his researches into the judicial, and incidentally the political, aspects of the Tudor period. Mr. Rigg, in the Plea Rolls of the Jewish Exchequer, will take us back again into the thirteenth century, and will have to deal with one of its most curious and interesting features, both from a legal and from a social point of view—namely, the legal treatment of the Jews in the period preceding their expulsion by Edward I. In the production of this volume the society is acting in co-operation with the Jewish Historical Society of England. In the Year Books of Edward II. Professor Maitland and Mr. Baildon will carry us into the first part of the fourteenth century, and will have to face a formidable task, which will occupy them or their successors for several years. The text of the printed edition is full of errors, and a correct text will have to be elaborated by a collation of MSS.; a translation will be provided, and the contemporary records will be searched in order to trace the cases treated in argument. As already mentioned, unprinted portions have already been discovered, which promise to give an additional interest to the work. The latest contemplated work is that of a new edition of Glanville, with a revised text and translation, which will take us still further back into the twelfth century, an earlier date than anything yet published by the society. Criminal law, common law, and manorial law in the early thirteenth century had already been dealt with in the first three volumes; the municipal Court Leet in the thirteenth and fourteenth centuries was the subject of Volume V.; and the Court Baron of the fourteenth centuries was treated in Volume IV. It will thus appear that the society has dealt, or is dealing, gradually and successively with the history of almost every branch of English law from the twelfth to the eighteenth centuries. The council hoped that they were doing their best to discharge the duties entrusted to them, and that the society will continue to receive increased support from all interested in the accurate investigation of the history of English law.

Lord LINDLEY then moved, "That the report and accounts be adopted. That the Right Hon. Lord Macnaghten be declared to have been duly elected president of the society. That the five persons nominated by the council (Mr. Attlee, Mr. Chadwyck Healey, K.C., Mr. Inderwick, K.C., Mr. Justice Joyce, and Mr. Justice Wills) be declared to have been duly elected members of the council."

This was seconded by Lord Justice ROMER, and carried unanimously.

Lord Justice STIRLING then moved: "That the thanks of this society be tendered to Lord Lindley for his services successively as vice-president and president during the last six years." He referred to the arduous work which had been discharged by the vice-president at the time of the reorganization of the society in 1895, and said the society would always be indebted to Lord Lindley for the services which he had rendered then and ever since, and expressed the hope that the work of the society will still benefit by his assistance and sympathy.

Mr. SCARGILL-BIRD, in seconding the resolution, referred in kindly terms to the fact that Lord Lindley had been his immediate chief, not only at the Selden Society, but also at the Record Office, and assured him that on leaving both he carried with him the respect and affection of everyone who had served under him.

The motion having been unanimously carried, and responded to by Lord LINDLEY, he left the chair, which was taken by Lord MACNAGHTEN, the new president.

It was then moved by Mr. CHADWYCK HEALEY, K.C., and seconded by Mr. RENSHAW, K.C., and carried, that the following words be added to rule 12: "Provided that public libraries and other institutions approved by the council may, upon agreeing to become regular subscribers, be supplied with the past publications down to the date of membership, at such reduced subscription as the council may from time to time determine."

It was then moved by Sir HOWARD ELPHINSTONE, and seconded by Mr. STUART MOORE, and carried: "That the thanks of the society be given to Professor Maitland (literary director), Mr. Lock (honorary secretary), Mr. Munton (honorary treasurer), and Mr. Clark and Mr. Hall (honorary auditors) for their services during the past year."

Upon the motion of Mr. Justice CHANNELL, seconded by Mr. BOYDELL HOUGHTON, it was resolved, "That the thanks of this society be given to Lord Macnaghten for his presence in the chair and to the treasurer and benchers of Lincoln's-inn for the use of the council room."

Lord MACNAGHTEN, in replying, thanked the society for their confidence in electing him as president. He said that perhaps he knew less of the valuable publications of the society than most of the other members, but hoped that before next year's meeting he would have read them all. At any rate he would do all in his power for the interests of the society.

THE LIVERPOOL AND DISTRICT ASSOCIATION OF LEGAL ASSISTANTS.

A smoking concert was held on Friday, the 15th inst., at the Grand Central Cafe, North John-street. The programme was almost completely composed of items which are still unhackneyed, and they were well delivered. The contributors to the evening's entertainment included Messrs. R. Phillips, W. H. Griffiths, W. Moulton, Arthur Gray, W. R. Williams, A. Hampson, G. Mossop, Percy Roberts, W. P. Hignett, H. Morris, Gerald Thornton, F. Cheminais, Clarence Hayes, H. Stewart, and Frank Josephs.

THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The twenty-sixth annual general meeting of this society was held at the Rooms, on the 27th ult. There were present Mr. Jno. Chas. Clegg in the chair, and Messrs. H. Auty, J. C. Auty, Barber, C. Barker, Bennett, Benson, Bingham, Bramley, Branson, H. P. Burdekin, Coombe, Davidson, Emmet, Fernell, Foster, Hall, A. F. H. Harrop, Hiller, Howe, Kesteven, Lucas, A. E. Maxfield, Newsom, Porrett, Robinson, Russell, H. E. Sandford, Simpson, Slater, F. F. Smith, Stabler, Tasker, J. B. Wheat, and Wing.

The notice convening the meeting, and the report, as printed, having been taken as read, it was resolved:

1. That the report presented by the committee be received, confirmed, and adopted.

2. That the accounts of Mr. Arthur Wightman, the treasurer for the past year, be approved and passed, and that the thanks of the society be given to him for his services.

3. That the cordial thanks of the society be given to Mr. John Charles Clegg, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4. That the cordial thanks of the society be given to Mr. Edward Bramley for the able manner in which he has discharged the office of honorary secretary during the past year.

5. That Mr. Reginald Benson be elected the president, Mr. William Edwin Clegg be elected the vice-president, Mr. Arthur Wightman be re-elected the treasurer, and Mr. Edward Bramley be re-elected the secretary of the society.

6. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year: Messrs. J. Binney, J. Bingham, G. E. Branson, R. M. Brown, J. C. Clegg, J. N. Coombe, G. Denton, R. E. Hodgkinson (Rotherham), A. E. Maxfield, D. H. Porrett, E. W. Pye-Smith, H. B. Sandford, H. Sayer, and J. B. Wheat

7. That Messrs. J. C. Auty and F. F. Smith be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to Messrs. John Cole and J. C. Auty for their kindness in auditing the accounts for the past year.

8. That the thanks of the society be given to the Right Hon. C. B. Stuart Wortley, K.C., M.P., for his attention to the matters laid before him by the committee, and for the prints of the public Bills brought into the House of Commons during the past session, which he has forwarded to the committee.

The president presented the society's prize, value £10 10s., to Mr. Herbert Bedford, who passed in the First Class for Honours in the June (1900) Examination.

Mr. Bedford suitably responded.

The following are extracts from the report of the committee:

Members.—The number of members is now 168.

After referring to the legislation of the year, the report refers to

Local and Personal Acts.—The committee found it necessary to make some representations at headquarters with regard to the delay in obtaining local and personal Acts. Many of them are not printed until December, and usually come into operation on the 1st of January the following year, and sometimes earlier. An instance of this delay was the Sheffield Corporation Act, which was passed early in August, and of which copies were ordered for the committee almost immediately after; and in spite of repeated requests, these were not sent by the Queen's printers until December, though almost all the Act came into operation on the 1st of October. Mr. Stuart Wortley kindly approached Mr. Austen Chamberlain, financial secretary to the Treasury, on the subject, from whose answer it appears that unless special expedition is asked for by the agent in charge of the Bill, early printing cannot be guaranteed. The committee's reply to this was, that the printers ought to ascertain, by inspection of the Acts, which came into operation first, and print those earliest, and Mr. Chamberlain has intimated that, in his opinion, there is a substantial grievance.

Stamps on Debentures Repayable at a Premium.—The attention of your committee was drawn to the difficulty in obtaining a return of stamp duty on debentures where they have been stamped with a certain amount in accordance with the commissioners' requirement, based on the original decision in the *Knights Deep case* (1899, 1 Q. B., p. 345), afterwards reversed (see last Report, p. 17). The commissioners insisted that before

the money could be returned the debentures must be presented for cancellation of the old stamps and affixing the proper ones, a matter which it was almost impossible to arrange. Ultimately the Inland Revenue authorities stated that, on receiving a declaration as to the facts, they would return the excess duty paid on debentures without requiring them to be produced.

Witnesses' Fees in Criminal Cases.—Mr. Joseph Binney, the Clerk of the Peace, called the attention of the committee to the fees paid to witnesses in criminal cases, which for ordinary cases are 3s. 6d. a day, and 2s 6d. per night, at sessions and assizes, with railway fares, and which he considered quite inadequate; this inadequacy deterred persons from giving evidence, and thereby tended to defeat the ends of justice. The committee agreed, and prepared a petition, which Mr. Stuart Wortley, M.P., was good enough to forward to the Home Secretary. At the instance of the committee many other law societies have sent similar petitions. Unfortunately the Home Secretary does not apparently see his way to increase the scale.

Paper or Parchment Probates.—The profession was somewhat surprised when it was stated, in the latter part of the year, that the President of the Probate Division had decided that, after that year, a special kind of paper would be used for the grant pieces instead of parchment as formerly, and that wills would only be allowed to be engrossed on parchment in special cases. It seemed to your committee that the probate of a will needed to be of stronger and more durable material than any other document, and they doubted very much whether any kind of paper would be as good as parchment, and in any case saw no reason for the change, as any saving effected by it would be quite inconsiderable. In response to a communication from the secretary of the Incorporated Law Society, they accordingly expressed very strong views against this change, and they have since passed a resolution deprecating it, and intimated to the committee of the Liverpool Law Society (who were strenuously opposing it) that they would be pleased to join in any steps that are taken, and to take part in any deputation that might await upon the President on the subject. The authorities have now intimated that they will continue to accept engrossments on parchment which solicitors have already in stock, and a circular letter has been issued by the Incorporated Law Society on the point.

Legal Education and Sheffield University Law Classes.—The result of the classes for the session 1899-1900 may be considered as satisfactory, as twelve gentlemen attended the elementary classes (and the attendance averaged nearly 90 per cent.) and two gentlemen the final classes. Only eight students are taking the classes during the present session, but this is partly accounted for by there having been very few clerks articled during the past year, and from the fact that some of those under articles are so situated with regard to examinations as not to be able to conveniently attend this session.

COMPANIES.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

General Meeting.

The fifty-sixth annual general meeting of the Equity and Law Life Assurance Society was held on Tuesday at the society's house, 18, Lincoln's-inn-fields, the chairman, Mr. Cecil Hy. Russell, presiding.

The report stated that the new sums assured under 544 policies shewed an increase on last year's account, and amounted to £474,805, and £400 a year reversionary annuity, of which £35,500 were reassured. The new premiums also shewed an increase, and amounted to £23,684 7s. 4d., and the reassurance premiums to £1,726 19s. 2d., leaving net new premiums of of £21,957 8s. 2d., of which £5,827 2s. 3d. were single premiums. The gross amount of assurances in force at the end of the year was £9,494,549 15s., of which £1,057,347 were reassured; and the net premium income was £298,599 2s. 11d., as against £293,877 9s. 11d. in the previous account. The amount received for interest and dividends was £120,948 15s. 4d., being an increase of £6,943 6s. 5d. on the corresponding figure for 1899. The sum of £7,350 was received as consideration for the grant of an annuity. The profit on reversions fallen in during the year amounted to £10,680 1s. 11d. The claims by death under 111 policies amounted to £275,288 10s. 6d., and 36 endowment assurances, amounting to £58,377 18s., matured. These sums included bonus additions of £84,160 18s. The society received £28,934 15s. towards payment of these claims from other offices, who had reassured a portion of these policies. The mortality experienced during the year had been almost identical with that expected, notwithstanding the payment of a considerable sum for claims on lives of officers killed in South Africa; but the incidence of the claims had been such as to make the loss realized somewhat less than that expected. The deaths of six annuitants were announced during the year, causing the termination of annuities of £767 19s. 4d. Large sums of about the usual amount for the year of a bonus distribution were paid—viz., for cash bonus £39,743 15s., and for surrenders £22,453 18s. 2d., after deduction in each case of reassurances. These payments had the effect of lessening the society's liabilities. The funds of the society were increased during the year by £13,268 6s. 10d. Excluding reversions, outstanding premiums and interest, and cash at bank, the funds were invested to produce an average rate of £3 15s 5d. per cent., as compared with £3 15s. 2d. per cent. in the preceding account.

Mr. W. P. Phelps (assistant actuary) having read the notice convening the meeting,

The Chairman, before moving the adoption of the report, said he was certain he should be acting in accordance with the wishes of the meeting if he referred to that event which had so profoundly affected the nation, the death of her late Majesty Queen Victoria. It would be quite unnecessary, and indeed almost impertinent on his part, if he were to dwell upon the great qualites which distinguished her Majesty, and of the enormous and inestimable services she rendered to her people, and of her unfailing sympathy for them. All these things were well known. They realized them to the full and they most deeply mourned her death. Turning to the business of the year, the directors were glad to be able to present to the meeting a report which, in a year which he might fairly describe as one generally speaking of inactivity in life assurance, the business had not only been maintained but had been increased. The increase was small, undoubtedly, but it was an increase, and that was a matter with which they ought to be very well pleased. The new business for the year had shewn an increase both in the sums assured and in the premiums received. The sums assured amounted in round numbers to £474,800 and a reversionary annuity of £400 a year was created. Last year the sums assured were £430,800 and the reversionary annuity was only £120. The net new premiums for the current year were £21,950 as against £21,840 in 1899. There had also been another increase which was satisfactory, and that was the increase in the average amount of the policies. In 1899 the average was £779, and this year it had risen to £875, which he need hardly point out was a gratifying state of things. In the interest and dividends again there had been an increase, the figures for the year being £120,940 as against £114,000 for the previous year. The realized profit on reversions did not admit of comparison, because last year the sums arrived at not only included profit realized but profit ascertained by the quinquennial valuation. As they were aware, the reversions were valued and the liabilities ascertained quinquennially, so he did not compare the figures of this year with previous figures. But a sum of £10,680 had been realized by profit on reversions during the year. In the claims there had also been an increase. That, of course, the directors did not look upon with the same satisfaction as they did the increase in the receipts. At the same time it was extremely satisfactory to know that the claims were about the expectation. As a matter of fact the sum payable in consequence of claims fell by a few thousands below the sum expected to be paid, and notwithstanding that the claims included certain losses of no very large amount, about £15,000, on the lives of officers in Africa, who naturally were young lives. The incidence, however, of the claims had been such as to make the claims upon the funds of the society very satisfactory indeed. And that was further shewn by the ages at which the lives had fallen. 44 per cent. of the claims paid this year were over 70 years of age. The society had, he was happy to say, some on the books who were 70 years and upwards, he might say, perhaps, 80 and upwards. These were not claims yet, and he hoped it would be long before they were. He need not trouble the meeting with the exact figures, but the important fact was that 44 per cent. of the claims were on lives of 70 and over. They had also been fortunate, and so had the executors of their lives been fortunate, in this. In eight cases the amount assured had been more than doubled. Taking one of them for instance, the sum assured was £4,800; there were two policies, each of them for £4,800. With each of these policies a sum of £13,286 was paid, that was over £26,000 upon a little over £9 000. Then upon another policy of £3,000 the society had paid £7,346; upon one of £400 they had paid £1,103; upon one of £800 they had paid £1,952; upon one of £300, £771; upon one of £100, £218; and upon another of £100, £201. There was also an increase in the invested funds. That was a small sum, £13,250, roughly. That was accounted for by this—in the year after the declaration of the divisible profit, that was to say, in the first year of the quinquennium, there were always sums paid out for cash bonuses and surrenders, and this year in cash bonuses they had paid £39,743 and in surrenders £22,453. But for that the addition to the funds undoubtedly would have been much larger. The investments were satisfactory. There was a note in the balance-sheet referring to the Stock Exchange securities to the effect that they stood in the balance-sheet at the price of the valuation on the 31st of December, 1899, that being the date of the last quinquennial valuation. The society had always adhered to the practice of valuing quinquennially the assets and the liabilities, and the figure in the balance-sheet was slightly in excess, about 5 per cent. upon the non-redeemable Stock Exchange securities total value. That was slightly in excess of their present market prices. But inasmuch as they had not made a loss upon that, and they hoped never to make a loss upon them, there had been no occasion to disturb the account by altering the item. At the same time the directors desired that the attention of the shareholders should be called to it. There had been one small loss on the sale of stock, about £696. The reason was that there had been an opportunity of making a very advantageous investment of a very considerable amount, and the directors had thought it desirable, notwithstanding that they made a small loss, to sell some of the Stock Exchange securities and to reinvest the money in the security offered. The expenses of management, including the expenses of valuation and distribution, had been 11·3 per cent. which he thought, also, was a matter of congratulation. It seemed to him to be a very moderate figure. The rate of interest in 1899 was £3 15s. 2d., and this year £3 15s. 5d. That was a very trivial increase undoubtedly, but they were all aware of the difficulty of obtaining a high rate of interest. A high rate of interest meant a very doubtful security, and it had never been the habit of the board, he was happy to say, to indulge in that kind of investment. There was a change which he announced with very considerable regret. They were aware that the Companies Act of 1900 made certain changes in reference to auditing the accounts of public companies. The board had been advised that the effect of the statute had been to terminate the term of office of every auditor of every public company. Hitherto they had had four auditors, two for the proprietors and two for the assured, and they were gentlemen who had long and faithfully served the company,

Mr. Bailey, whose connection with the society extended over no less than forty-six years, joined the company as its principal officer in 1855 and had been afterwards promoted to be the chief officer of a very much larger society than the Equity and Law Life, which he left in 1861. In 1863 he had returned as auditor, and from that date to the present time he had acted in that capacity. The society was indebted to him not only for the work which he had done in his official capacity as auditor, but he was quite sure he was right in saying that they were indebted to him for many most valuable suggestions and changes in the practice of the office. He thought he might say that its prosperity dated from that most fortunate introduction of Mr. Bailey as chief officer. He had written to say he thought the time had come when he should resign. Mr. Pitcairn had been their auditor for twenty-three years, and he again had been a most valuable servant of the society. Mr. Bird had been ten years an auditor and Mr. Dibdin six. The report suggested whether it would not be advisable to appoint professional auditors to act for the society with the non-professional auditors. It had largely become the practice of insurance offices to have professional auditors, and he thought they were bound to bow to the wish of the public which had been shewn by the action taken. Whilst the directors were advised that the Act had brought to an end the existence of the present auditors, they did not think it had gone any further than in the limited direction he had indicated. He concluded by moving the adoption of the report.

Mr. G. Rooper seconded the motion, which was agreed to.

On the motion of Mr. G. Weston, seconded by Mr. B. Kisch, the retiring directors, Mr. Bowling Trevanion, Mr. James, Mr. Moberly, and Mr. Peake, were re-elected.

On the motion of Mr. D. Pitcairn, seconded by Mr. S. R. Lewin, Mr. Joseph Gurney Fowler and Mr. Edwin Waterhouse, of the firm of Price, Waterhouse, & Co., were elected auditors for the proprietors.

On the motion of Mr. M. G Rooper, seconded by Mr. G. L. Whately, Mr. R. W. Dibdin was elected auditor for the assured.

Mr. Dibdin having briefly returned thanks,

Mr. P. Birkett moved a vote of thanks to the directors, and that 3,500 guineas be their remuneration for their services during the coming year. He expressed great satisfaction with the report.

Mr. Kennard Ball seconded the motion, and it was carried.

On the motion of Mr. C. Perring, seconded by Mr. C. Wigan, thanks were given to the auditors and 30 guineas voted to each of them for their services.

The Chairman said that he and his colleagues very cordially endorsed the vote. They were very sorry to part with the auditors who were leaving the society.

Mr. A. Bailey having returned thanks,

A vote of thanks was passed to the Chairman on the motion of Mr. Powell, seconded by Mr. Dibdin.

The Chairman, in acknowledging the compliment, moved a vote of thanks to the staff of the office, to whom were due most cordial thanks, for on them depended mainly the prosperity of the society. To Mr. Burridge, who unfortunately was unable to be present owing to an attack of influenza, Mr. Phelps, his most able deputy, and to all the staff they were greatly indebted. It was a most able staff, and he could speak personally of the assistance he had received in the performance of his duties as being of the most valuable kind, and always given with the most perfect readiness and good temper. They were also greatly indebted to Dr. Symes Thomson for his advice on the lives. There was also a most able and efficient staff of inspectors and agents throughout the country. To the agents they were indebted for the very great volume of business, and he was certain that in the future, as in the past, their knowledge and abilities would be exercised for the good of the society.

The motion was carried unanimously.

Mr. Phelps returned thanks. He was sure he was only expressing the feeling of all the members of the staff when he said the vote would be highly appreciated and that it would encourage them to further efforts. Mr. Burridge would be especially sorry not to have been present, but he had asked him to convey to the inspectors and agents his regret at being prevented from meeting them, and to thank them for the assistance they had given him.

LAW ACCIDENT INSURANCE SOCIETY.

Annual Meeting.

The eighth annual general meeting of the Law Accident Insurance Society (Limited) was held at the head offices of the society, 215, Strand, Mr. Richard Pennington (chairman) presiding.

The report stated that the income of the society for the year had amounted to £204,062 16s. 10d., as against £155,462 0s. 1d. for the previous financial year. The claims paid and outstanding had amounted to £97,601 9s. 6d., and the reinsurance premiums to £25,825 14s. 6d. The expenses of management had amounted to £32,925 10s. 6d., and the commission to £20,589 11s. 7d. A sum of £2,992 0s. 9d. had been allowed by way of bonuses to policyholders. After allowing and providing for all items of income and expenditure, there remained a reserve fund of £22,500, and a credit balance of £58,159 10s. 3d., together £80,659 10s. 3d. Out of this credit balance the directors recommended—(1) That a dividend of 7½ per cent. (free of income tax) be paid for the year 1900; (2) that the sum of £5,000 be transferred to the reserve fund, which will then stand at £27,500.

Mr. E. T. Clifford (manager and secretary) having read the notice convening the meeting,

The Chairman, before moving the adoption of the report and accounts, referred to death of the late Queen Victoria and observed that they ought not to part without giving expression to their feeling of sorrow at the event. It was of course very natural that the nation should mourn her loss, but it was a most striking feature that in every part of the world an expression of feeling had been called forth which he might characterize as unique. It was not necessary or perhaps becoming that he should say more with regard to her virtues and the manner in which she had conducted herself during the time she had occupied the position of Queen and Empress. He supposed that no sovereign that had ever reigned in this realm had attracted so much attention and so much regard from not only the people of this nation but the people of all nations. He then moved the adoption of the report and expressed the hope that the meeting would agree with him that the condition of the society's business was very satisfactory. There had been a larger increase in the premium income and a larger profit than had ever been realized previously. The society undertook many kinds of business and the special feature of the business was to protect the assured from accidents to person and property. He might almost say that it was a kind of benevolent society. They had spent a very large sum in satisfying claims, which had been, of course, carefully examined, and were proper claims, to the extent of over £90,000. He thought a society which had done that was doing a useful work for the public, whilst it was naturally not insensible to the advantages of receiving suitable remuneration for its exertions in the shape of dividend. There was a profit in every branch of the business. The business was upon a broad basis, and he thought it wise that it should be so. It was undesirable that it should be occupied only in giving attention to one particular branch of business, but that it should be established on such a footing that if one branch of business does not happen to be successful, as it might not be in any particular year, the society should expect, according to the ordinary rule of compensation, to be brought home by success in other branches. As it happened at the present moment, the society had been successful in all its branches. That was a matter of congratulation. With regard to the Workmen's Compensation Act, about which everyone had heard a great deal of late, the society had done as successfully as there had been any reasonable right to expect, and without resorting in any way to cutting rates, and he hoped that it would continue, as it had done in the past, a satisfactory profit from that branch of the business. The Workmen's Compensation Act of 1897, extending the provisions of the previous Act from workmen to agriculturalists, would shortly come into operation. He believed it would come into operation in July next, and the directors had made arrangements for securing a share of the business under that Act of Parliament. The society had twenty-five branches in the United Kingdom, and therefore it was strictly speaking, he would not say a British society, because that, he was afraid, would not include Ireland, but it was a home society—that was to say, it had no branches abroad, its business was English and Scottish and Irish. Those branches had been equipped completely for the transaction of the society's business, and they had been equipped, which was a matter to him of great satisfaction, out of revenue. Turning to the accounts it would be found that there had been an increase in the gross income of £48,000 odd, and an increase in the premium income of £48,000. He did not think he need say more to recommend the accounts to their favourable consideration. That was a great stride in the business, and he hoped it might be maintained. Of course one could not say what would happen in the future, but the society could no doubt increase that income very largely if they chose to take business which was accepted by offices of a similar character, but which he hoped the Law Accident would never take—that was to say, business other than that of a first-class description. That was the policy of the board, and he hoped it was a policy which would recommend itself to the shareholders. The claims paid and outstanding amounted to £97,601, and that he thought justified the remark that the society was really a species of benevolent society. Because that was a very large sum of money, and shewed that the society was doing a large amount of good, and at the same time it was doing so consistently and providing for the shareholders what he hoped they would consider adequate remuneration for the money they had invested. The claims paid represented a rate of 47·8 against the gross income and 56·9 against the net premium income of the society. The reinsurances amounted to £25,826. That seemed a large sum of money, but he hoped the meeting would think as the board thought, that it was desirable that in a business of this description, involving very large risks, and the undertaking of very considerable liabilities, a suitable proportion of the risks should be reinsured elsewhere. It must be taken into consideration in connection with that fact that the reinsurances produced to the society some corresponding benefit, because where the society reinsured it expected to receive a corresponding advantage in the shape of applications for reinsurances from the offices concerned. The expenses of management and commission together amounted to £53,515, and was 26·2 of the gross income, and 31 per cent. of the net premium income of the society. He did not think that the ratio of expenses was undue having regard to the fact that there was a credit balance of upwards of £58,500. With regard to that, the board proposed to carry £5,000 to the reserve fund, which would then stand at £27,500. He hoped to see that fund, and not very far in the future, stand at £100,000. Then the board had had to consider what dividend they would be justified in declaring, more particularly having regard to the fact that many of the shareholders had paid very large sums for their shares. He had been personally of opinion that the dividend ought not to be at a higher rate than 7 per cent. The society had paid 4 per cent., or at any rate 5 per cent. at the beginning, which went on to 6 per cent. and that was paid for about three years. However, the board had come to the conclusion that they might, without imprudence, recommend 7½ per cent. That would absorb £3,750, which would leave the very considerable sum of £49,409 to be carried forward for unexpired risks. That amount, together with the uncalled capital, the reserve fund, and the fund which was

invested, would, he hoped, be much more than sufficient to protect the shareholders from the possibility of any inconvenience from claims which might be made. There was an item in the balance-sheet which, though he had explained it before, it was desirable he should refer to again. There was a sum of upwards of £38,000 which represented outstanding premiums and balances due from branches and agents and under treaties. Of course that was a very large sum, but he thought he could make it quite clear that there was nothing at all abnormal or extraordinary in it. The ordinary outstandings really amounted to about £17,000 or £18,000, the balance really was attributable to the society's treaty arrangements. The treaty accounts were only made out yearly or half-yearly, as the case might be. And when the accounts were made up the office did not receive from the branches all the moneys which were payable; therefore it was merely a question of time; there was no doubt about the security and the reception of the money. He should like to say that the society had a body of directors who gave the greatest possible assistance in the transaction of its business. Every proposal that came before the board was criticized in the closest manner. The auditors were also critical in the extreme and the shareholders might feel that they were in very safe hands.

Mr. W. Melmoth Walters seconded the motion. He called attention to the fact that the trading profit for the year was £24,000. Out of that £24,000 the directors were proposing to put £5,000 to the reserve and £3,750 to pay a dividend of 7½ per cent. Over £3,000 of that came from investments and the balance of £700 out of trading profits, and he called that a self-denying ordinance. He had been in favour of an 8 per cent. dividend, in view of the hard cases of those shareholders who had taken new shares at a premium of 100 per cent. He had thought that in a society which, though young, had reached to adolescence and was progressing by vigorous strides, those gentlemen ought to receive 4 per cent. of their money; but, as a board, the directors had come to the decision to adopt a prudent course, and to give too little rather than too much.

Mr. C. E. Leighton asked what was meant by the statement in the auditors' certificate that "there is a contingent uncalled liability on certain shares forming part of the society's investments."

The Chairman explained that this was upon certain shares which the society had taken in companies from which they expected to derive a very considerable amount of business. It was a purely business investment in very excellent companies and made simply for business purposes.

The motion was adopted.

On the motion of the Chairman, seconded by Mr. Sam Bircham, a dividend of 7½ per cent. was declared.

On the motion of the Chairman, seconded by Mr. Holme, the retiring directors, Mr. E. H. Ellis-Danvers and Mr. J. E. Gray Hill, were re-elected, and Mr. Ellis-Danvers returned thanks.

Mr. Leighton moved, Mr. Holme seconded, and it was agreed, that Messrs. Price, Waterhouse, & Co. be re-elected auditors, and that their remuneration be 150 guineas.

Lord Strathcona moved a vote of thanks to the chairman, the directors, the manager, and the staff. He observed that Mr. Clifford had conducted the affairs of the society in a very able way from its beginning.

Mr. Bucknill seconded the motion, and it was carried.

The Chairman, in returning thanks, said the manager spared neither time nor trouble in looking after the society's affairs, and the staff worked morning, noon, and night, without exaggeration, in its behalf. The society were much indebted to them for the way in which the business was conducted.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. William Tarn Pritchard, solicitor and proctor, on Saturday last, in his eighty-second year. Mr. Pritchard was admitted in 1858, but had previously practised as a proctor at Doctors' Commons, and at his death was the head of the firm of Pritchard & Sons, solicitors, of 9, Gracechurch-street, London. He was the author of a treatise on Divorce, and of a Digest of Admiralty Law and Practice. He was for some years chairman of the Royal Free Hospital, and was also a director of the Mutual Insurance Society, and an examiner in Admiralty.

Mr. James Cornelius Brough, barrister, died on Monday in his sixty-fifth year, at his residence, 5, Highbury-grange, London. Mr. Brough was called to the bar in 1860, and upon his father's death in September, 1863, Mr. J. C. Brough was appointed reporter to the *Times*, and held the appointment for nearly thirty-seven years. He also reported in the Bankruptcy Court during several years for the Solicitors' Journal and the Weekly Reporter.

APPOINTMENTS.

Mr. William Thomas Harvey, solicitor, Uxbridge, has been appointed Clerk to the Uxbridge Urban District Council, in succession to Mr. William Garner, resigned. Mr. Harvey was admitted in 1880, and has practised at Uxbridge for the past twenty years.

Mr. Joseph Walton, K.C., has been appointed a Commissioner to go the North-Eastern Circuit (Leeds).

INFORMATION REQUIRED.

Eliza Wilmott.—Any solicitor or other person having in his possession a Will made by Miss Eliza Wilmott, for many years in the service of Mrs. Edward Smith, of Bellevue-lodge, Richmond, Surrey, is requested to communicate with the undersigned. Powell & Rogers, solicitors, 17, Essex-street, Strand, W.C. 14th March, 1901.

GENERAL.

Mr. George Roche has been elected president of the Incorporated Law Society of Ireland, in place of Mr. James Goff, who has been appointed one of the taxing-masters.

Mr. Justice Wills, who is stated to be suffering from a feverish cold, is still confined to his room at the judge's lodgings in Leeds. On Wednesday afternoon he was a trifle better.

It is announced that the Solicitor-General (Sir Edward Carson, K.C., M.P.) has now quite recovered from his recent indisposition, and resumed his official duties on Monday.

The judges (Wills and Bucknill, JJ.) have fixed the commission days for the spring assizes on the Northern Circuit as follows: Manchester, Wednesday, the 17th of April; Liverpool, Tuesday, the 30th of April.

At a court held by the King on Wednesday, the Incorporated Law Society of the United Kingdom, introduced by Mr. Robert Ellett (president), and consisting of Mr. Richard Pennington (proposer), Mr. Frederic Parker Morrell (seconder), Sir Edward Wollaston Nadir Knocker, and Mr. Edward Walter Williamson, presented an address.

Pending its ultimate transference to the National Portrait Gallery, the portrait of the late Sir Frank Lockwood, by Mr. Arthur Cope, A.R.A., subscribed for by members of the bar and friends of the late eminent lawyer, has been placed in the benchers' drawing-room at Lincoln's-inn. By permission of the benchers it can be viewed there between 11 and 1 and 3 and 4 daily during the sittings of the courts.

For the thousand and second time, says the *Daily Telegraph*, a report of the retirement of the venerable Mr. Commissioner Kerr, the Judge of the City of London Court, has been put into circulation, but like all its predecessors it is devoid of foundation. He has been taking a holiday, and has now returned to duty with renewed vigour. His Honour is in his eightieth year, and has been judge in the court over which he still presides since 1859. He was originally a Scotch barrister, but joined Lincoln's-inn in 1848, and the Middle Temple twelve years later.

It is sad to hear, says the *Daily Telegraph*, that, rumours to the contrary notwithstanding, the reminiscences of the late Mr. Finlason, the *Times* reporter, are not to be given to the world. "Fin" was a repository of anecdotes, good and bad. He was fond of telling stories of Maule, J. One of them related to a passage between the learned judge and an advocate who had a cited a case appearing in the series of reports for which Isaac Espinasse, was responsible. "Where is the case reported?" asked the judge. "Espinasse, my lord," replied counsel. "I don't care for Espinasse, or any other ass," retorted the court.

Mr. Pitt-Lewis, K.C., Deputy Judge of the City of London Court, made a statement on Thursday in last week with reference to the procedure at the court. In future, he said, jury cases would be taken strictly in accordance with the list. He had endeavoured to economize time, and to meet the convenience of counsel and solicitors, he had hitherto been willing to arrange the order of the cases a little. It had seemed foolish to him that a case which would only take five minutes to try should be kept back while another action occupying five or six hours was taken. His attempt to economize time and to accommodate the bar did not answer, however, and he would in future revert to the old practice of Mr. Commissioner Kerr of taking the cases as in the list, whatever were the inconveniences which arose.

In the House of Commons on the 14th inst. Mr. Cecil, for Mr. Marshall Hall, asked the Secretary of State for the Home Department whether he would introduce a short Bill making it a misdemeanour punishable on conviction by fine or imprisonment, or both, for any person to publish in the Press or in any public manner whatsoever any comment upon any criminal charge or accusation made against any individual whilst the hearing or determination of such charge or accusation was pending either before a court of summary jurisdiction or before a court of record. Mr. Ritchie said: Comments in the Press upon a criminal charge whilst the hearing is pending cannot in my opinion be too strongly condemned. I am now considering with the law officers whether the law as it stands is not sufficiently strong to deal with such cases.

At the meeting of the Common Council of the City of London on the 15th inst., Mr. Hastings Miller, chairman of the City Lands Committee, in reply to a question as to the delay in rebuilding the Sessions-house in the Old Bailey, read the following letter from the Town Clerk to the Lord Chief Justice: "Guildhall, March 11, 1901. My Lord Chief Justice,—With reference to your lordship's letter to the Lord Mayor, I beg to state as follows: The Corporation have caused to be prepared plans for the rebuilding of the Sessions-house, Old Bailey, which plans have been approved by all who are interested therein. The arrangement to which the Secretary of State for the Home Department obtained the consent of the Lords Commissioners of the Treasury in 1899 provided for the completion of the necessary enlargement of Brixton Prison, and the consequent transfer of Newgate to the Corporation in September, 1901. In the contract, however, entered into between the Prison Commissioners and the Corporation the date named is the 24th of June, 1902, and it was stated that possession could not be guaranteed before that date. The Corporation's architect is now proceeding with the working drawings, and the City Lands Committee, who have the matter in hand, will be quite ready to start the work should possession be given before June, 1902. It will thus be seen that the Corporation are in no way in default in the matter.—I am, your lordship's obedient servant, John B. Monckton."

The Home Secretary, says the Parliamentary correspondent of the *Times*, has informed Sir John Dorington that the letters patent of the 15th ult. relating to the commission of the peace do not constitute a new commission, and that their effect is not to determine, but to continue, existing commissions. Consequently the question as to whether two justices at least from each county must take the judicial oath and the oath of allegiance before one of his Majesty's judges, in order to enable a court of quarter sessions to be formed before which the other justices can be re-sworn, does not really arise. Seeing, however, that justices may think it desirable to take the oaths afresh, the right hon. gentleman is considering whether he shall recommend his Majesty, for the sake of general convenience, to make an appointment under the Promissory Oaths Act, 1871.

His Honour Judge Willis, says the *Westminster Gazette*, in a lecture which he delivered at Wisbech, reminded his audience that instead of being reared in the lap of luxury and sent to Oxford or Cambridge, as some people imagined, he had passed six years in business before he was twenty-one years of age, doing every kind of work that came within his daily calling. In a basement he had entered £8,000 worth of bonnets, hats, and ribbons in one day, and for nights in succession heard the bells of St. Paul's strike twelve as he turned out to walk three miles to his house. On leaving school, at fifteen, he studied Latin and Greek, and afterwards matriculated in London University in the first division. A year later, in 1858, he passed into the Inner Temple and began the study of law. With the exception of £100 a year he received for his maintenance and for books, his education for the law cost about £10, as they could attend all the best lectures at the Inner Temple for £5 per annum. He secured his B.A. degree in 1859, and in the next year, having read law day and night without anyone to help him, he came out in the examination first.

The Roussel case, just decided in the law courts of Paris, points, says the *Daily Telegraph*, to the urgent necessity of legislation such as Mr. Cumming Macdona intends to submit to the House of Commons. The member for Rotherhithe believes he has devised a remedy for a flagrant injustice which is frequently suffered by English women who are united in marriage to foreigners. So long as the couple remain in Great Britain they are man and wife, but when once they remove to the land of the husband's birth the woman finds that the marriage is not legally recognized, and that her spouse can disavow his marital obligations at will. It is now proposed that a foreigner seeking to wed an English woman shall not only declare to the officiating minister or registrar that he is not a British subject, but produce a certificate from his consul or ambassador that the ceremony will be binding in his own country. Default in either event will expose the offender to a fine of £100 or a year's imprisonment. The measure receives enthusiastic support on all sides of the House, and a determined effort will be made to place it on the Statute Book this season.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, March.....25	Mr. Church	Mr. Greswell	Mr. Lavie	Mr. Pemberton
Tuesday 26	Greswell	Church	Carrington	Jackson
Wednesday.....27	Jackson	Greswell	Lavie	Pemberton
Thursday.....28	Pemberton	Church	Carrington	Jackson
Friday 29	Carrington	Greswell	Lavie	Pemberton
Saturday 30	Lavie	Church	Carrington	Jackson

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, March.....25	Mr. Godfrey	Mr. Farmer	Mr. Pugh	Mr. Beal
Tuesday 26	Leach	King	Beal	Pugh
Wednesday.....27	Godfrey	Farmer	Pugh	Leach
Thursday.....28	Leach	King	Beal	Godfrey
Friday 29	Godfrey	Farmer	Pugh	King
Saturday ... .30	Leach	King	Beal	Farmer

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 28.—Messrs. Stimson & Sons, at the Mart, at 2:—Streatham: Freehold Ground-rents of £40 per annum secured upon Residence and large jobmaster's Shop; estimated rack-rents £320 per annum. Also £25 per annum secured upon Houses and Shops; rack-rents £170 per annum. Solicitors, Messrs. Simpson, Palmer, and Winder, London. (See advertisement, this week, p. 5.)

RESULTS OF SALE.

REVERSIONS, LIFE POLICIES, &c.

Messrs. H. E. Foster & Cranfield held their 387th Sale of the above Interests at the Mart, E.C., on Thursday last, and were successful in finding buyers for every lot but one. The following are some of the results:—

		£
REVERSIONS:		
To Two-eighths of about £4,036; lives 54 and 38 and 35	Sold	315
Absolute to One-half of £920; life 48	,,	105
LIFE INTEREST in about £805 per annum; life 66	,,	4,100
LIFE POLICIES:		
For £1,000; life 43	,,	580
,, £500; life 60	,,	210

Messrs. David Burnett & Co. sold, at the Mart, a Freehold Shop at Ilford, let at £140 per annum, for £3,250.

WINDING UP NOTICES.

London Gazette.—Friday, March 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Camberley Estates, Limited—Petn for winding up, presented March 12, directed to be heard March 27, Goddard & Co, St Michael's House, St Michael's alley, Cornhill, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26

"Earncliffe" Steamship Co, Limited; "Earndale" Steamship Co, Limited; "Earnford" Steamship Co, Limited; "Earnmoor" Steamship Co, Limited; "Earnwell" Steamship Co, Limited; "Earnwood" Steamship Co, Limited—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Fielder L Hiss, Leadenhall chmbrs, 4, St Mary Axe

Effingham Brewery Co, Limited—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Moss, 22, Moorgate st, Rotherham

Giggal & Clay, Limited—Creditors are required, on or before Wednesday, May 1, to send their names and addresses, and the particulars of their debts and claims, to William Henry Armitage, Market pl, Dewsbury

H. S. Patterson & Co, Limited—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to John Ferrier, 131, Choumert rd, Peckham. Rowe & Wilkie, Basinghall st, solors to liquidator

Harold & Co, Limited—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, to Cecil Wreford, 6, Dowgate hill

Langworthy Road Brick Co, Limited (in Voluntary Liquidation)—Creditors having any claims are required, on or before April 5, to send the particulars to Edward Talbot, 54, Deansgate, Manchester. Leach & Son, Manchester, solors for liquidators

Manchester Gas Cooker, Limited (in Liquidation)—Creditors are required, on or before April 30, to send their names and addresses, and particulars of their debts or claims, to Thomas Henry Smerdon, 251A, High Holborn. Williams, 14, Sherborne lane, solor to liquidator

R. & A. Chambers, Limited (in Voluntary Liquidation)—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to Howard Walton Hazlehurst, 16, Cleag st, Oldham

Thorpe Bros & Co. Limited—Creditors are required, on or before March 23, to send their names and addresses, and the particulars of their debts or claims, to Algernon Osmond Miles, 28, King st, Cheapside. Mason & Co, 32, Gresham st, solors for liquidator

Turton Moor Sanitary Pipe Co, Limited—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to James Cooker, Bolton rd, Darwen. Costeker, Darwen, solor to the liquidator

Western Joinery Co, Limited—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to A. R. Roberts, 56, Mount Stuart sq, Carlisle. Leigh & Horley, Cardiff, solors

FRIENDLY SOCIETY DISSOLVED.

Britannia Benefit Club, Noel Arms Inn, Campden, Gloucester March 11

London Gazette.—Tuesday, March 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Church Stretton Water Works Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to John Edwin Proffit, Church Stretton. Sprott & Morris, Shrewsbury, solors to liquidator

Fred Knight & Co, Limited—Petn for winding up presented March 15, directed to be heard on March 27. Emmet & Co, 14, Bloomsbury sq, solors for petnr. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of March 26

Leeds Steel Works, Limited (in Voluntary Liquidation)—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Walter Scott, 21, Grainger st West, Newcastle on Tyne. Stanton & Co, Newcastle on Tyne, solors for liquidator

London Fire Office, Limited—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to A. Robertson

Roulette Cycle Co, Limited—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Frederick Conroy Caldicott, Coundon rd, Coventry. Maddocks, Coventry, solor for the liquidator

Steamship "Corvia," Limited—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to John Mackinnon, Sinclair Macleay, Charles Remer, and Henry De Courcy Agnew, Winchester House, Old Broad st. Eggar, George st, Mansion House, solor to the liquidators

Thrubers, Limited—Petn for winding up presented March 18, directed to be heard on March 27. Lloyd & Co, 38, Cranbourn st, solors for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26

Walter Scott, Limited (in Voluntary Liquidation)—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Walter Scott, 21, Grainger st West, Newcastle upon Tyne. Stanton & Co, Newcastle upon Tyne, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

Darwen Printing and Publishing Union, Limited, Works, Hoy Fold Mills, Darwen, Lancs. March 12

Hand-in-Hand Sick Provident and Friendly Society, Trafalgar, Bramley rd, Hammersmith. March 12

Popular Collecting Society, 19, Garden walk, Ashton on Ribble, Preston, Lancs. March 12

Juvenile Foresters Pride of Hindley Sick and Burial Society, Cross Keys Inn, Hindley. March 13

Provident Society (Welwyn), National School, Welwyn, Herts. March 11

Red Lion Sick and Dividend Society, Red Lion Inn, Deritend, Birmingham. March 11

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—Tuesday, March 19.

Baker, James, Yapton, Arundel, Sussex Farmer April 17 Patterson v Baker, Room 706, Royal Courts of Justice Holmes & Co, Littlehampton

Chalmers, Edward Wilcock, Bury st, St James's, Retired Lieut-Colonel April 15 Hill Brothers v Chalmers, Kekewich J Dalston & Co, Southampton st Bloomsbury

Van Tromp, Benjamin Humphreys, Hyde Park terr April 26 Thompson v Marchment, Farwell, J Jobson, Lincoln's inn fields

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—Friday, March 15.

Andrew, Ann, Deeping St Nicholas April 13 Bonner, Spalding

ATWOOD, HENRY, Upper Hardres, Kent, Farmer May 15 Mowll & Mowll, Canterbury
BIRKHEAD, JOHN, Nottingham April 15 Acton & Marriott, Nottingham
BRINE, ERNEST WILLIAM, Fort Qui Appelle, Canada, Real Estate Agent April 15 Collins & Woods, Swansea
BRINE, SABINA, Llandilo, Carmarthen April 15 Collins & Woods, Swansea
CLARKSON, SELINA, Stockport April 20 Oldham, Stockport
DAVIES, GEORGE, Bolton. Foreman at a forge April 26 Greenhalgh, Bolton
EVANS, EVAN, Clydach, Glam April 27 Charles, Neath
GREENWOOD, ISAAC, St Kew, Cornwall April 15 Peagelly, Exeter
HERRON, WILLIAM ALEXANDER Liverpool, Shipowner April 23 Herron, Liverpool
HALL, GERTRUDE, Sheffield, Milliner April 16 Harrop Sheffield
JAMES JULIUS HECK, Lincoln April 20 Trotter, Lincoln
HEPPENSTALL, RICHARD, Gt Houghton, Farmer April 30 Scholefield & Scholefield, Hemsworth, nr Wakefield
HOCKEN, JOHN TREVITHICK, Redruth, Cornwall, Saddler April 16 Paige & Grylls, Redruth
HOOK, ADA, Victoria st April 16 Druces & Attlee, Billiter sq
HUBBARD, FREDERICK EDMUND, Diss, Norfolk, Physician May 1 Slack, Diss
JEFFERIS, ANN, Broomfield, Somerset April 25 Reed & Co, Bridgwater
KELSALL, NICHOLAS HITCHING, Cregoe, Yorks April 15 Vant, Settle
KEYES, ALFRED ERNEST, Upper Tooting April 1 Woodard & Co, Billiter st
MASSEY, THOMAS High Leigh, Chester, Farmer April 30 Ridgway, Warrington
MILLER, ROSE AGNES, Leeds May 1 Lawrence, Essex st, Strand
MOORE, EMMA, Sheffield May 10 Wake & Sons, Sheffield
NEHAN, GEORGE ADAMS Sydenham, Kent April 13 Keene & Co, Seething la
NIGHTINGALE SARAH MARGARET, Chorlton cum Hardy, Lancs May 1 Winn & Co, Manchester
PLANT, SAMUEL, Weston on Trent March 30 Plant, Stoke on Trent
POPE, JAMES, Charlton Marshall, Dorset, Farmer March 23 Brennand, Blandford, Dorset
RAY, CAROLINE Kingston-on-Thames April 20 Fox, Kingston-on-Thames
RITCHIE, ROBERT Folkestone, Surveyor April 20 Gasquet & Metcalfe, Great Tower st
ROOTH, ALEXANDER, Brighton April 20 Woolley & Bevis, Brighton
SALMOND, Lieut-Col FRANCIS MACKENZIE, Burnham, Somerset April 6 Smith & Sons Weston super Mare
SAUNDERS, WILLIAM JAMES BUCHANAN, Brixton April 20 Trollope & Winckworth, Abington st, Westminster
SINGLETON ELIZABETH ANN, Overseale, Leicester April 12 S & S H Pilgrim, Hinckley
SKIPPENS, GEORGE, Baylham, Suffolk, Farmer March 25 Gudgeons & Co, Stowmarket
SOUHAMI, ELIAS, Marseilles, France April 27 Noon & Clarke, Great St Helens
STAFFORD, Sir EDWARD WILLIAM, GCMG, Chester sq April 29 Trinder & Co, Leadenhall st
STARKIE, LE GENDRE NICHOLAS, Huntroyde, Lancs May 1 Robinson & Sons, Blackburn
THOMSON, JAMES, Leeds April 19 Denham, Leeds
TUNNICLIFFE, MOSES Heathylee, Staffs, Farmer May 1 Hacker & Allen, Leek, Staffs
TURNER, GEORGE Sutton Coldfield Warwick April 13 Rowlands & Co Birmingham
TURNER, JAMES, Manchester April 15 Rylance & Sons, Manchester
VEREKER, Hon FOLEY CHARLES PRENDERGAST, Isleworth April 16 Charlton & Baker, Kingston upon Thames
WARD CHARLES INMAN, Kentish Town, Coal Factor April 30 Russell & Arnholz, Gt Winchester st
WHEELER, ROBERT FAULDING, Bryan, Dorset April 2 Brennand, Blandford, Dorset
WHIFFIN, WALTER JOHN, Twickenham May 14 Haslip, Martin's la, Cannon st
WHITTAKER, HENRY, Accrington, Lancs, Ironfounder April 30 Whittaker, Accrington
WILKINSON, JOSEPH, Ryder st, St James's April 27 Greene & Underhill, Bedford row
WINCH, GEORGE, Pimlico, Police Constable April 2 Yeilding & Co, Westminster

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 15.

RECEIVING ORDERS.

AKEROYD, ORLANDO, Leeds, Insurance Agent Leeds Pet March 12 Ord March 12
BENNET, GEOFFREY FREDERICK PILKINGTON, East Barton, Suffolk, Farmer Bury St Edmunds Pet March 11 Ord March 11
BIRCH HERBERT, Haymarket High Court Pet Feb 15 Ord March 11
BRITCHER, BERNARD VALENTINE, Maidstone, Gunmaker Maidstone Pet March 9 Ord March 9
BULLOWS, ALGERNON THOMAS, Walsall, Staffs, Ironfounder's Manager Walsall Pet March 5 Ord March 8
BURNSIDE, FREDERICK LEOPOLD, Basinghall st, Accountant High Court Pet Feb 8 Ord March 11
BUSBRIDGE, ALFRED GURNEY, Gravesend High Court Pet Feb 11 Ord March 11
BUTLER, THOMAS, Nottingham, Hawker Nottingham Pet March 11 Ord March 11
CARR, THOMAS, Marton, Lancs, Farmer Preston Pet Feb 26 Ord March 12
COHEN, CHARLES, Croydon, Auctioneer Croydon Pet Feb 12 Ord March 12
COOKE, WILLIAM ARCHIBALD, Cheltenham, Jeweller Cheltenham Pet March 13 Ord March 13
DANIEL, JOHN, St Ives Cornwall, Cabinet Maker Truro Pet March 13 Ord March 13
DAVIES, JOHN RHYSTED, Llanrhysted, Cardigans, Provision Merchant High Court Pet Feb 14 Ord March 12
DICK, LEONARD EDWARD, Paignton, Devon Plymouth Pet March 4 Ord March 11
FAWBERT, GEORGE, York, Journeyman Joiner York Pet March 12 Ord March 12
FISH, JOHN ATTWOOD, Southampton Southampton Pet March 12 Ord March 12
GEORGE, FREDERIC JOHN, Tetbury, Glos, Grocer Swindon Pet March 11 Ord March 11
GRAY, JAMES Bradford, Yorks, Builder York Pet March 2 Ord March 13
GREENBERG, ALBERT ISAAC, Birmingham, Electrical Engineer Birmingham Pet March 12 Ord March 12
HEATON, WALTER, Birkenshaw, Yorks Dewsbury Pet March 13 Ord March 13
HINCHCLIFFE, GEORGE ALLEN, Honley, nr Huddersfield, Commission Agent Huddersfield Pet March 12 Ord March 12
HIRES, HENRY ERNEST, Pontefract, Yorks. Watchmaker Wakefield Pet March 13 Ord March 13
HOBBS, PHILIP, Kingston on Thames High Court Pet March 12 Ord March 13
HODGES, THOMAS MUNRO, Staines, Hairdresser Kingston, Surrey Pet March 11 Ord March 11
JEFFERSON, JOHN, Worthing, Fruiterer Brighton Pet Feb 15 Ord March 11
JEPSON, GEORGE, Sheffield Journeyman Blacksmith Sheffield Pet March 13 Ord March 13
JONES, DAVID, Festiniog, Merionethsa, Quarryman Portmadoc Pet March 12 Ord March 12
KAIL, EDMUND, West Hampstead, General Merchant High Court Pet March 11 Ord March 11
LORD CHARLES WALTER Hove, Company Director Brighton Pet March 12 Ord March 12
LUMMIS, T R, & EVANS, Liverpool, General Brokers Liverpool Pet Feb 28 Ord March 13
MADDOCK, JOHN, Chester, Coachbuilder Chester Pet March 11 Ord March 11
MAGUIRE, JAMES HENRY, Chesterton, Staffs, Surgeon Hanley Pet March 12 Ord March 12
MAWBY JOHN JAMES, Bedworth, Warwicks, Tinman Coventry Pet March 12 Ord March 12
MELLOR, STEPHEN CONSTANTINE, Leeds, Engineer Leeds Pet March 11 Ord March 11
NETTLETON, THOMAS, Ouiton, Market Gardener Wakefield Pet March 9 Ord March 9
OLDFIELD, FRANK, Worth, Kent, Farmer Canterbury Pet March 12 Ord March 12
PARKER, GEORGE ARTHUR, Watford, Hertford, Licensed Victualler St Albans Pet Feb 14 Ord March 22
PARRY, HUGH, Abram, Lancs, Collier Wigan Pet March 13 Ord March 13
PEARCE, JAMES ALFRED, Tavistock, Devon, Engine Fitter Plymouth Pet March 11 Ord March 11
PIKE, WILLIAM GOOD, Cross, Worcester, Auctioneer Worcester Pet Feb 18 Ord March 14
POOLE, FRANK, Morley, Yorks, Confectioner Dewsbury Pet March 13 Ord March 13
PRICE, GEORGE, Swansea, Commission Agent Swansea Pet March 11 Ord March 11
SAYER, JOHN, Bowes, Yorks, Cycle Agent Stockton on Tees Pet March 11 Ord March 11
SCOTT, WILLIAM, Hereford, Fancy Goods Dealer Hereford Pet March 12 Ord March 14
SMITH, WILLIAM DAWSON, Oxford, House Decorator Oxford Pet March 12 Ord March 12
TASKER, HARRY ATKINSON, Bradford, Newsagent Bradford Pet March 11 Ord March 11
THOMAS, WILLIAM, Willenhall, Staffs, Chemist Wolverhampton Pet March 12 Ord March 12
TURNBULL, ADAM, Altrincham, Builder Manchester Pet Feb 28 Ord March 8
TURNER GEORGE, Torquay, Licensed Victualler Exeter Pet March 11 Ord March 11
TURTLE, MAY ALICE, Anerley, General Draper Croydon Pet March 9 Ord March 9
TWISS, HORACE BUTLER, Wrexham, Grocer Wrexham Pet March 11 Ord March 11
WADEY, JANE, Billingshurst, Sussex, Builder Brighton Pet March 13 Ord March 13
WARBURTON, WILLIAM, Marple, Cheshire, Boot Dealer Stockport Pet March 11 Ord March 11
WARD, SARAH JANE, Blackburn, Lancs, Draper Blackburn Pet Feb 13 Ord March 13
WATERS, RICHARD, Minsterly, Salop, Explosives Agent Shrewsbury Pet Feb 16 Ord March 9
WESTERBY, THOMAS, Leeds, Machinery Agent Leeds Pet March 12 Ord March 12
WOOD, ALFRED ERNEST, Bradford, Hairdresser Bradford Pet March 11 Ord March 11
YEO, AUGUSTUS, Middlesborough, Joiner Middlesborough Pet March 12 Ord March 12

Amended notice substituted for that published in the London Gazette of March 8:

BOUD, WALTER, Lewisham, Commission Agent Greenwich Pet Feb 5 Ord March 5

FIRST MEETINGS.

ASPRAY, ANNIE MARIA, Olney, Buckingham, Baker
BAKER, JAMES, Woking, Butcher March 25 at 12 30 24, Railway app, London Bridge
BELL, ARTHUR GEORGE, Nottingham, Builder March 22 at 12 Off Rec 4, Castle pl Park st, Nottingham
BELL, FRANK, Finsbury Park, Provision Dealer March 22 at 11 Bankruptcy bldgs, Carey st
BIRCH, HERBERT, Haymarket March 25 at 2.30 Bankruptcy bldgs, Carey st
BOUD, WALTER, Lewisham, Commission Agent March 25 at 12 24, Railway app, London Bridge
BRADBURY, SAMUEL RICHARD, Sheffield, Joiner March 22 at 12 Off Rec, Figtree ln, Sheffield
BRITCHER, BERNARD VALENTINE, Maidstone, Gunmaker March 27 at 10.30 9, King st, Maidstone
BROOKS, HENRY, Margate, House Decorator March 28 at 9 Off Rec, 60, Castle st, Canterbury
BUSBRIDGE, ALFRED GURNEY, Gravesend March 22 at 12 Bankruptcy bldgs, Carey st
CALDICOTT, EDWIN TEARLE, Nottingham, Lithographic Artist March 22 at 3 Off Rec, 4, Castle pl, Park st, Nottingham
CARLEY, ARTHUR THOMAS, Clapham junction, Ironmonger March 25 at 12 30 24, Railway app, London Bridge
CLARK, ERNEST, Alfreton, Derbys March 22 at 11 Off Rec, 47, Full st, Derby
CLAYTON, WILLIAM ARTHUR, Foulby, Yorks. Surgeon March 12 at 2 30 Off Rec, 6, Bond ter, Wakefield
COPE, ARTHUR Manchester Manager of a Cycle Co March 28 at 2 3 Off Rec, Byrom st, Manchester
COUPLAND ELIZABETH CLLON Gt Grimsby March 22 at 11 Off Rec, 15, Osborne st, Gt Grimsby
EVANS, WILLIAM DANIEL, Blaina, Mon, Blacksmith March 22 at 3 135, High st, Merthyr Tydfil
FAWBERT, GEORGE, York, Journeyman Joiner March 28 at 12.15 Off Rec, 28, Stonegate, York
GRAY, JAMES, Bradford, Builder March 28 at 11 Off Rec, 28, Stonegate, York
HACK, GEORGE SIDNEY, Ilford, Essex, Provision Dealer March 26 at 12 Bankruptcy bldgs, Carey st
HALL, WALTER EDWARD, Battersea, Metal Merchant March 22 at 11.30 24 Railway app, London Bridge
HARTLEY, JAMES, Morecambe, Journalist March 22 at 11 Off Rec, 14 Chapel st, Preston
HERZOG, CONRAD, Walbrook, Civil Engineer March 25 at 12 Bankruptcy bldgs, Carey st
HIND, ALBERT, Whitwell, Derby, Farmer March 22 at 12.30 Off Rec, Figtree lane, Sheffield
JONES JOHN WILKINSON, Long Eaton, Derbys, Licensed Victualler March 23 at 11 Off Rec, 47, Full st, Derby
MARRIOTT, JAMES WILLIAM, Derby, Butcher March 22 at 11.30 Off Rec, 47 Full st. Derby
MAWBY, JOHN JAMES, Bedworth, Warwicks, Tinman March 22 at 12 Off Rec 17, Hertford st, Coventry
NETTLETON, THOMAS, Oulton, Yorks, Market Gardener March 22 at 10.30 Off Rec, 6, Bond ter, Wakefield
OLDFIELD, FRANK, Worth, Kent, Farmer March 23 at 12 Off Rec, 68 Castle st, Canterbury
POINTER, GEORGE THOMAS PRESS, Wood Green, Manufacturer March 25 at 12 Bankruptcy bldgs, Carey st
PRIME, EDWARD, Barrington, Cambridge, Brick Manufacturer March 23 at 12 Off Rec, 5, Petty Cury, Cambridge
PRINCE, HENRY, Chancery ln, Solicitor March 25 at 11 Bankruptcy bldgs, Carey st
REES, ARTHUR, Merthyr Tydfil, Draper March 25 at 12 135, High st, Merthyr Tydfil
ROBERTS FREDERICK GEORGE, Ludgate hill, Dentist March 28 at 11 Bankruptcy bldgs, Carey st
ROBERTS, WILLIAM GEORGE, Gloucester, Bootmaker March 23 at 11 Off Rec, Station rd, Gloucester
SCHMORL, CARL FRANZ THEODOR, and ERNEST HARROD, Bermondsey, Hide Merchants March 28 at 12 Bankruptcy bldgs, Carey st
SENDALL, LUCY LOUISA, Basingstoke, Grocer March 22 at 3 Off Rec, 172 High st, Southampton
SHELLEY, ALFRED JOHN, Cardiff, Builder March 22 at 12 117, St Mary st, Cardiff
TASKER, HARRY ATKINSON, Bradford, Newsagent March 20 at 12 Off Rec, 31, Manor row, Bradford
TURNER, GEORGE, Torquay, Licensed Victualler March 28 at 10.45 Off Rec, 13, Bedford circus, Exeter
WALLIS, WALTER, Matlock Bath, Derbys, Licensed Victualler March 25 at 12 Off Rec, 47, Full st, Derby
WATERS, RICHARD, Minsterly, Salop, Explosives Agent April 2 at 11 Off Rec, 42, St John's hill, Shrewsbury
WILFORD, GEORGE, Northampton, Painter
WILLIAMS, JAMES, Swansea, Haulier March 22 at 10.30 Off Rec, 31, Alexandra rd, Swansea
WILSON, FRED, East Ardsley, Yorks, Grocer March 22 at 11 Off Rec, 6 Bond ter, Wakefield
WINSLOW, CAROLINE FRANCES, Nottingham March 22 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
WOOD, ALFRED ERNEST, Bradford, Hairdresser March 26 at 11 Off Rec, 31, Manor row, Bradford
YOUDALE, GAWEN, Keswick, Cumberland, Painter March 25 at 2.45 Court house, Cockermouth

ADJUDICATIONS.

AKEROYD, ORLANDO, Leeds, Insurance Agent Leeds Pet March 12 Ord March 12
BENNETT, JOHN, East Ham High Court Pet Feb 6 Ord March 11
BRITCHER, BERNARD VALENTINE, Maidstone, Gunmaker Maidstone Pet March 9 Ord March 9
BURTON, ALFRED THOMAS, Stratford, Bedding Manufacturer High Court Pet Feb 6 Ord March 11
BUTLER, THOMAS, Nottingham, Hawker Nottingham Pet March 11 Ord March 11
CHITTY EDWARD JOHN, Beckenham Croydon Pet Nov 30 Ord Nov 30
COOKE, WILLIAM ARCHIBALD, Cheltenham, Jeweller Cheltenham Pet March 13 Ord March 13
DANIEL, JOHN, St Ives Cornwall, Cabinet Maker Truro Pet March 13 Ord March 13
FAWBERT GEORGE, York, Journeyman Joiner York Pet March 12 Ord March 12
FRENCH, JAMES, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet Feb 6 Ord March 11
GEORGE, FREDERIC JOHN, Tetbury, Glos, Grocer Swindon Pet March 11 Ord March 11
HEATON, WALKER, Birkenshaw, Yorks Dewsbury Pet March 13 Ord March 13

HINCHLIFFE, GEORGE ALLEN, Honley, Yorks, Commission Agent Huddersfield Pet March 13 Ord March 13
HINKS, HENRY ERNEST, Pontefract, Yorks, Watchmaker Wakefield Pet March 13 Ord March 13
HOBBS, PHILIP, Kingston on Thames High Court Pet March 12 Ord March 13
JEPHSON, GEORGE, Sheffield, Journeyman Blacksmith Sheffield Pet March 13 Ord March 13
JONES, ALFRED EDWARD and THOMAS CHELL, Birmingham, Engineers' Furnishers Birmingham Pet Feb 6 Ord March 11
JONES, DAVID, Festiniog, Merionethsh, Quarryman Portmadoc Pet March 12 Ord March 12
KEMP, HENRY, Margate, Licensed Victualler Canterbury Pet Jan 18 Ord March 9
LAMB ROBERT, Newburn, Northumberland, Butcher Newcastle on Tyne Pet Feb 13 Ord March 12
LORD CHARLES WALTER, Hove, Company Director Brighton Pet March 12 Ord March 13
MACKENZIE, KENNETH MORRELL, Thaxted, Essex Chelmsford Pet Jan 3 Ord March 11
MADDOCK, JOHN Chester, Coachbuilder Chester Pet March 11 Ord March 11
MAGUIRE, JAMES HENRY, Chesterton, Staffs, Surgeon Hanley Pet March 12 Ord March 12
MAWBY, JOHN JAMES, Bedworth, Warwick, Tioman Coventry Pet March 12 Ord March 12
MELLOR, STEPHEN CONSTANTINE, Leeds, Engineer Leeds Pet March 11 Ord March 11
NETTLETON, THOMAS, Oulton, Yorks, Market Gardener Wakefield Pet March 9 Ord March 9
PARRY, HUGH, Abram, Lancs, Collier Wigan Pet March 13 Ord March 13
PEARCE, JAMES ALFRED, Tavistock, Devon, Engine Fitter Plymouth Pet March 11 Ord March 11
POINTER, GEORGE THOMAS PRESS, Wood Green, Manufacturer Edmonton Pet Feb 11 Ord March 8
POOLE, FRANK, Morley, Yorks, Confectioner Dewsbury Pet March 13 Ord March 13
PRICE, GEORGE, Swansea, Commission Agent Swansea Pet March 11 Ord March 11
READ, JOHN CHARLES CRAMPIN, Haverstock hill High Court Pet Jan 22 Ord March 12
RIDGLEY, BENJAMIN, Ashford, Kent, Cider Manufactuter Gloucester Pet Feb 6 Ord March 9
ROBERTS, WILLIAM GEORGE, Gloucester, Bootmaker Gloucester Pet March 9 Ord March 9
ROBINSON, ANDREW, Newcastle on Tyne, Solicitor Newcastle on Tyne Pet Jan 16 Ord March 8
SAYER, JOHN, Bowes, Yorks Cycle Agent Stockton on Tees Pet March 11 Ord March 11
SCOTT WILLIAM, Hereford, Fancy Goods Dealer Hereford Pet March 12 Ord March 12
SMITH, WILLIAM DAWSON Oxford, House Decorator Oxford Pet March 12 Ord March 12
TASKER, HARRY ATKINSON, Bradford, Newsagent Bradford Pet March 11 Ord March 11
THOMAS, WILLIAM, Willenhall, Staffs, Chemist Wolverhampton Pet March 12 Ord March 12
TURNER, GEORGE, Torquay, Licensed Victualler Exeter Pet March 11 Ord March 11
TWISS, HORACE BUTLER, Wrexham, Denbighs, Grocer Wrexham Pet March 11 Ord March 11
VINEY, JAMES, Stroudesbury, Commercial Clerk High Court Pet Feb 7 Ord March 12
WADEMAN, WILLIAM, Morecambe, Mineral Water Manufacturer Preston Pet Feb 15 Ord March 13
WALTER, MORRIS, Maida Vale, Wholesale Clothier High Court Pet Jan 19 Ord March 7
WARBURTON, WILLIAM, Hazelgrove, Cheshire, Boot Dealer Stockport Pet March 11 Ord March 11
WATSON, HENRY, Bedford, Solicitor Bedford Pet March 4 Ord March 11
WELSH, HENRY, Hove, Builder Brighton Ord March 13
WESTERBY, THOMAS, Leeds Machinery Agent Leeds Pet March 12 Ord March 12
WOOD, ALFRED ERNEST Bradford, Hairdresser Bradford Pet March 11 Ord March 11
YEO, AUGUSTUS, Middlesborough, Joiner Middlesborough Pet March 12 Ord March 12
YOUDALE, GAWEN, Keswick, Cumberland, Painter Workington Pet Feb 28 Ord March 11

London Gazette.—TUESDAY, March 12

RECEIVING ORDERS.

ANDREWS, WILLIAM GEORGE, Croydon, Surrey Croydon Pet March 14 Ord March 14
BARNES, RICHARD, Rochdale, Licensed Victualler Rochdale Pet March 15 Ord March 15
BERNARD, CHARLES JOHN, Skegness, Medical Practitioner Boston Pet March 14 Ord March 14
BOWERS, JOHN, Deal, Carpenter Canterbury Pet March 2 Ord March 16
BREEZE WILLIAM, Leicester Leicester Pet March 16 Ord March 16
BRIGGS, LAVINIA Bradford, Dressmaker Bradford Pet Feb 28 Ord March 13
BUCKLEY, HARRY, Leicester, Grocer Leicester Pet March 13 Ord March 13
BURGESS, MARY, Moberley, Chester Manchester Pet March 14 Ord March 14
CIMA, JOHN STEPHEN, Bristol, Restaurateur Bristol Pet March 16 Ord March 16
CLARK JOHN, Colne, Lancs, Factory Operative Burnley Pet Feb 26 Ord March 14
CORT, JOHN GILES DENISON, Blackburn, Physician Blackburn Pet March 15 Ord March 15
DALTON, MICHAEL, Blackburn, Butcher Blackburn Pet Feb 27 Ord March 15
EDMONDS, JOHN WILLIAM, Frome, Somerset Butcher Frome Pet March 15 Ord March 16
EDWARDS, WILLIAM OSBERT, Carlisle, Solicitor Carlisle Pet March 4 Ord March 15
EVANS, JOHN, Newtown, Ebbw Vale, Mon, Grocer Tredegar Pet March 15 Ord March 15
FARMER, WILLIAM, Leicester, Box Manufacturer Leicester Pet March 1 Ord March 15
FEWSTER, ROBERT, Langley on Tyne, Farmer Newcastle on Tyne Pet Feb 27 Ord March 14
FOWLER GEORGE, Richmond, Surrey, Builder Wandsworth Pet Feb 23 Ord March 14
GEE, HENRY, Liverpool, Contractor Liverpool Pet March 16 Ord March 16
GIBELLI, A, Frith st, Soho, Tailor High Court Pet March 4 Ord March 15
HILLS, CHARLES PEET, East Cowes, I of W, Yacht Builder Newport and Ryde Pet March 9 Ord March 15
HILL, WILLIAM JAMES, Prestwich, Commercial Traveller Preston Pet March 15 Ord March 15
KEELING, WALTER HENRY, Birmingham, Hardware Dealer Birmingham Pet March 15 Ord March 15
LEES LAURENCE, Liverpool, Hosier Liverpool Pet March 16 Ord March 16
LOWES, JOHN, Blackpool, Builders' Merchant Preston Pet Feb 27 Ord March 15
MCCARTHY, MICHAEL, Manchester, Provision Dealer Manchester Pet March 15 Ord March 15
MATTHEWS, JOHN, Nantwich, Builder Nantwich and Crewe Pet March 14 Ord March 14
MORGAN, ROWLAND A A, Southend on Sea, Commission Agent Chelmsford Pet Jan 24 Ord Feb 27
NOBLE, WALTER ERNEST, Eccles Salford Pet March 15 Ord March 15
PICK, EDWARD, Bristol, Tailor Bristol Pet March 1 Ord March 15
QUINTON, BENJAMIN JOHN, Norwich, Fruiterer Norwich Pet March 15 Ord March 15
RHODES, ENOS, Leeds Dewsbury Pet March 16 Ord March 16
RYE, ROBERT, West st, Mile End, Wheelwright High Court Pet Feb 22 Ord March 14
SANDERSON, JOSEPH, Ruthwaite, Cumberland, Farmer Carlisle Pet March 15 Ord March 15
SCHULZ, GEORGE EUGENE, Tredegar rd, Bow, Enquiry Agent High Court Pet March 14 Ord March 14
SKEWES, HENRY, Camborne, Cornwall, Builder Truro Pet March 15 Ord March 15
SMITH, SIDNEY HERBERT, Bristol, Butcher Bristol Pet March 15 Ord March 15
SPARKS, ARTHUR MATTHEWS, Caroline st, Camden Town, Builder High Court Pet March 14 Ord March 14
STANGROOM, WALTER, Norwich, General Dealer Norwich Pet March 16 Ord March 16
THOMAS, ROBERT, Old Trafford, nr Manchester, Builder Salford Pet March 2 Ord March 15
TOLLER, EDWARD CHARLES, Mortimer st, Regent st, Accordion Pleating Manufacturer High Court Pet Feb 27 Ord March 14
WARNER, POWELL, Finsbury circ, Solicitor High Court Pet Feb 28 Ord March 14
WAYWELL, GEORGE, Newton le Willows, Licensed Victualler Warrington Pet March 15 Ord March 15
WOODHEAD, ERNEST EDWIN Gray's inn sq, Solicitor High Court Pet Feb 19 Ord March 14

Amended notice substituted for that published in the London Gazette of March 15:

TURNBULL, ADAM, Altrincham, Cheshire, Joiner Manchester Pet Feb 28 Ord March 13

FIRST MEETINGS.

AKEROYD, ORLANDO, Leeds, Insurance Agent March at 11 Off Rec, 22, Park row, Leeds
BENNET, GEOFFREY FREDERICK PILKINGTON, Bury St Edmunds, Farmer March 26 at 12 30 Great Eastern Hotel, Liverpool st, London
BUCKLEY, HARRY, Leicester, Grocer March 28 at 12 30 Off Rec, 1, Berridge st, Leicester
BURNSIDE, FREDERICK LEOPOLD, Basinghall, Accountant March 26 at 11 Bankruptcy bldgs, Carey st
BUTLER THOMAS, Nottingham, Hawker March 28 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
CHATER, JOHN WILLIAM, Wolverhampton, Baker March 27 at 10 Off Rec, Wolverhampton
COOK, GEORGE, Stourport, Worcester, Wheelwright March 26 at 2 15 Spencer Thursfield, 12, Oxford st, Kidderminster Solicitor
CRAVEN, THOMAS, Peltoa, Durham, Builder March 26 at 3 Off Rec, 25, John st, Sunderland
DANIEL, JOHN, St Ives, Cornwall, Cabinet Maker March 28 at 12 Off Rec, Boscawen st, Truro
DYER, JOSEPH SAMUEL, Brixham, Devon, Fish Dealer March 26 at 11 6, Athenæum ter, Plymouth
EVANS, LAWSON CECIL, Dudley, Worcesters, Licensed Victualler March 28 at 10.15 Off Rec, Wolverhampton st, Dudley
FISH, JOHN ATTWOOD, Houghton Mills, nr Stockbridge March 26 at 3 30 Off Rec, 172, High st, Southampton
GEORGE, FREDERIC JOHN, Tetbury, Glos, Grocer March 27 at 11.30 Off Rec, 38, Regent circus, Swindon
GUESS, EDWIN HENRY, Shanklin, I of W, Grocer March 27 at 11.30 Off Rec, 19, Quay st, Newport
HAMMOND, ALFRED CHARLES, Putney March 26 at 12 30 24, Railway app, London Bridge
HEATON, WALKER, Birkenshaw, Yorks Colliery Deputy March 28 at 3 Off Rec, Bank chmbrs, Batley
HINKS, HENRY ERNEST, Pontefract, Yorks, Watchmaker March 27 at 11 Off Rec, 6, Boad ter, Wakefield
HODGES, THOMAS MUNRO, Staines, Hairdresser March 28 at 11.30 24, Railway app, London Bridge
HOUGHTON, GEORGE, Manchester, Packing Case Maker March 27 Off Rec, Byrom st, Manchester
JONES, ALFRED EDWARD, and THOMAS CHELL, Birmingham, Engineer's Furnishers March 27 at 11 174, Corporation st, Birmingham
KALL, EDMUND, West Hampstead, General Merchant March 26 at 11 Bankruptcy bldgs, Carey st
LAWRENCE, WILLIAM, Norwich, Licensed Victualler March 27 at 12 Auction Mart, Tokenhouse yd
LIGHTFOOT, SARAH MARIA, Chester, Milliner March 27 at 12 Crypt chmbrs, Eastgate row, Chester
LORD, CHARLES WALTER, Hove March 27 at 2 Off Rec, 4, Pavilion bldgs, Brighton
MADDOCK, JOHN, Chester, Coachbuilder March 27 at 3 Crypt chmbrs, Eastgate row, Chester
MAGUIRE, JAMES HENRY, Chesterton, Staffs, Surgeon March 28 at 11.30 Off Rec, Newcastle under Lyme
MELLOR, STEPHEN CONSTANTINE, Leeds, Engineer March 27 at 12 Off Rec, 22, Park row, Leeds
MULLEY, JAMES COOPER, Dudley, Worcesters, Saddler March 28 at 10.30 Off Rec, Wolverhampton st, Dudley
PARRY, HUGH, Abram, Lancs, Draper March 26 at 11 Off Rec, Exchange st, Bolton
PARSONS, ALFRED, Bournemouth, Tailor March 26 at 12.30 Off Rec, Endless st, Salisbury
PARSONS, CLAUDE, Bournemouth, Coal Merchant's Traveller March 26 at 1 Off Rec, Endless st, Salisbury
PEARCE, JAMES ALFRED, Tavistock, Devon, Engine Fitter March 26 at 10.30 6, Athenæum ter, Plymouth
POOLE, FRANK, Morley, Yorks, Confectioner March 28 at at 3 30 Off Rec, Bank chmbrs, Batley
PRICE, GEORGE, Swansea, Commission Agent March 26 at 12 Off Rec, 31, Alexandra rd, Swansea
SANDERSON, TOM ALBERT, Richmond, Mineral Water Manufacturer March 26 at 11.30 24, Railway app, London Bridge
SAYER, JOHN, Bowes, Yorks, Cycle Agent March 27 at 3 Off Rec, 8, Albert rd, Middlesbrough
SMITH, WILLIAM DAWSON, Oxford, House Decorator March 26 at 12 1, St Aldate's, Oxford
WESTERBY, THOMAS, Leeds, Machinery Agent March 28 at 11 Off Rec, 22, Park row, Leeds
YEO AUGUSTUS, Middlesborough, Joiner March 29 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

ALEXANDER, GORDON, Bromley, Surveyor High Court Pet Dec 14 Ord March 14
BAKER, JAMES, Woking, Butcher Guildford Pet March 7 Ord March 14
BARNES, RICHARD, Rochdale, Licensed Victualler Rochdale Pet March 15 Ord March 15
BERNARD, CHARLES JOHN, Skegness, Medical Practitioner Boston Pet March 14 Ord March 14
BETTS, EDWIN RICHARD, Acton, Builder Brentford Pet Feb 12 Ord March 13
BISCH, HERBERT, Norris st, Haymarket High Court Pet Feb 15 Ord March 15
BREEZE, WILLIAM, Leicester Leicester Pet March 16 Ord March 16
BUCKLEY, HARRY, Leicester, Grocer Leicester Pet March 13 Ord March 13
BURGESS, MARY, Mobberley, Chester Manchester Pet March 14 Ord March 14
CIMA, JOHN STEPHEN, Bristol, Restaurateur Bristol Pet March 16 Ord March 16
CORT, JOHN GILES DENISON, Blackburn, Physician Blackburn Pet March 15 Ord March 15
DAVIES, THOMAS JOHN, Goldington, Beds, Managing Director Bedford Pet Feb 19 Ord March 15
DONAGEN, EDWARD, Lewisham, Retired Contractor Greenwich Pet Dec 8 Ord March 15
EDMONDS, JOHN WILLIAM, Frome, Somerset, Butcher Frome Pet March 15 Ord March 15
EVANS, JOHN, Newton, Ebbw Vale, Mon, Grocer Tredegar Pet March 15 Ord March 15
FARMER, WILLIAM, Leicester, Box Manufacturer Leicester Pet March 1 Ord March 15
HILL, WILLIAM JAMES, Preston, Commercial Traveller Preston Pet March 15 Ord March 15
HODGES, THOMAS MUNRO, Staines, Hairdresser Kingston, Surrey Pet March 11 Ord March 15
KEELING, WALTER HENRY, Birmingham, Hardware Dealer Birmingham Pet March 15 Ord March 15
KEENLEYSIDE, ROBERT, Newcastle on Tyne, Builder Newcastle on Tyne Pet Jan 16 Ord March 13
LEES, LAURENCE, Liverpool, Hosier Liverpool Pet March 16 Ord March 16
MCCARTHY, MICHAEL, Manchester Manchester Pet March 15 Ord March 15
MCCONNELL, WILLIAM, Walbrook, Financial Agent High Court Pet Oct 4 Ord March 13
MACK, HERMAN OTTO, Westminster, Merchant High Court Pet Feb 8 Ord March 14
MATTHEWS, JOHN, Nantwich, Builder Crewe Pet March 14 Ord March 14
MOFFAT, THOMAS, and JOHN DALGETTY DUTHIE, Warwick st, Regent st, Woollen Merchants High Court Pet Feb 21 Ord March 14
NOBLE, WALTER ERNEST, Eccles Salford Pet March 15 Ord March 15
OLLIVER, JOHN, Hove, Decorator Brighton Pet Feb 23 Ord March 14
QUINTON, BENJAMIN JOHN, Norwich, Fruiterer Norwich Pet March 15 Ord March 15
RHODES, ENOS, Leeds Dewsbury Pet March 16 Ord March 16
ROBSON, WILLIAM, Oldham, Draper Oldham Pet Feb 19 Ord March 15
ROSENBERGER, MORITZ, Leytonstone Fancy Goods Manufacturer High Court Pet Nov 30 Ord March 15
ROSS, BOORN, Margate, Licensed Victualler Canterbury Pet Jan 29 Ord March 14
SANDERSON, JOSEPH, Ruthwaite, Cumberland, Farmer Carlisle Pet March 15 Ord March 15
SCHULZ, GEORGE EUGENE, Bow, Enquiry Agent High Court Pet March 14 Ord March 14
SKEWES, HENRY, Camborne, Cornwall, Builder Truro Pet March 15 Ord March 15
SMITH, THOMAS, Perry Barr, Collier Walsall Pet Feb 22 Ord March 14
SPARKS, ARTHUR MATTHEWS, Camden Town, Builder High Court Pet March 14 Ord March 14
STANGROOM, WALTER, Norwich, General Dealer Norwich Pet March 16 Ord March 16
THOMAS, ROBERT, Old Trafford, Lancs, Builder Salford Pet March 2 Ord March 16
TURNBULL, ALEXANDER, Newcastle on Tyne, Brick Manufacturer Newcastle on Tyne Pet Jan 16 Ord March 13
WORKMAN, HENRY GEORGE, Cheltenham, Coal Merchant Cheltenham Pet Feb 20 Ord March 14

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.